SALARY AND BENEFITS COMPENSATION COMPARISON COMMITTEE

The Salary and Benefits Compensation Comparison Committee meeting was held on October 19, 2011 at 6:01 p.m. with Councilman McGlumphy presiding. Members present included Mr. Cook, Mr. Horne, Mr. Karia, Ms. Kaza, Mr. Perza, and Dr. Warfield. Mr. Machtinger was absent.

AGENDA ADDITIONS/DELETIONS

By unanimous consent, Election of Chair was added as Item #2.

By unanimous consent, the agenda was approved as amended.

Review of Salary and Benefits - City of Dover and Other Delaware Municipalities

Councilman McGlumphy suggested that Committee members form working groups to evaluate different aspects of the project.

In response to the requests of Committee members and Dr. McGlumphy, Mr. Scott Koenig, City Manager, distributed a variety of information, as follows:

1) Point Paper on Compensation Related Issues - Staff Response ***(Attachment #1)***. Mr. Koenig noted that answers to the highlighted questions were still pending.
2) Information Regarding Pay Plans for FY 2011-2012 and FY 2010-2011 ***(Attachment #2)***.
3) Agreement Between the Dover Police Department Members Fraternal Order of Police (FOP) Lodge #15 and the City of Dover dated July 1, 2009 - June 30, 2012 ***(Attachment #3)***.
4) Agreement Between the International Brotherhood of Electrical Workers Local 1238 and the City of Dover dated July 1, 2010 - June 30, 2013 ***(Attachment #4)***.
5) Agreement Between the IUE-CWA-CWA-AFL-CIO and Its Affiliate Local 88315 - Dover Organization of Employees, dated July 1, 2010 - June 30, 2012 ***(Attachment #5)***.
6) City of Dover Bonus Program Information ***(Attachment #6)***.
7) Current City of Dover Employee Handbook with the Most Recent Changes Highlighted ***(Attachment #7)***.
8) City of Dover Performance Based Pay Policy for Non-Bargaining Employees ***(Attachment #8)***.
9) City of Dover Turnover Rates for Calendar Years 2010 and 2011 ***(Attachment #9)***.

Mr. Koenig indicated that turnover was not a major problem City-wide; however, some departments have a higher rate than others and the City Clerk's Office and IT Department have higher than average rates in the City. He advised members that the Management Advisory Group (MAG) studies

described by Dr. McGlumphy during the previous meeting held on October 13, 2011 were available on the City's website for members' review. Mr. Koenig stated that the Public Administration Services (PAS) study did not appear to be on the website and offered to provide this to members if desired.

After a lengthy discussion, Mr. Karia suggested that the Committee form subcommittees based on each bargaining unit in order to perform meaningful comparisons to similar positions in various jurisdictions.

Mr. Horne suggested that a spreadsheet be developed as a standard basis of comparison for use by all subcommittees.

Dr. McGlumphy advised members that four (4) employee groups were involved, including the IBEW, IUE, and FOP unions and non-bargaining employees.

Responding to Mr. Horne, Mr. Koenig advised members that benefit packages for the various groups were quite similar and suggested that the City's benefits be compared as a whole to other jurisdictions rather than comparing the benefits of individual bargaining units.

Mr. Horne suggested that the Committee consider salaries according to bargaining units initially and subsequently perform a comparison of benefits City-wide.

After further discussion, by unanimous consent, members agreed to break into subcommittees based on bargaining units, as follows:

1) **Non-Bargaining and IUE - Mr. Cook, Mr. Karia, and Mr. Machtinger**
2) **FOP - Ms. Kaza and Dr. Warfield**
3) **IBEW - Mr. Horne and Mr. Perza**

Mr. Perza suggest that the Chair of the Committee work with Dr. McGlumphy to develop a standard matrix to be used when making comparisons and that the Chair distribute this matrix to the various subcommittees for their use.

Election of Chair

Ms. Kaza moved to nominate Mr. Perza to serve as Chair, seconded by Mr. Horne and unanimously carried.

Members agreed to schedule the next meeting for November 1, 2012 at 6:00 p.m.

Mr. Horne moved for adjournment, seconded by Ms. Kaza and unanimously carried.

Meeting adjourned at 7:13 P.M.

William P. McGlumphy
Councilman, Second District

WPM/TM/js/dd
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Attachments to Original

Attachment #1 - *Point Paper on Compensation Related Issues - Staff Response*
Attachment #2 - *Information Regarding Pay Plans for FY 2011-2012 and FY 2010-2011*
Attachment #3 - *Agreement Between the Dover Police Department Members Fraternal Order of Police Lodge #15 and the City of Dover dated July1, 2009 - June 30, 2012*
Attachment #4 - *An Agreement Between the International Brotherhood of Electrical Workers Local 1238 and the City of Dover dated July 1, 2010 - June 30, 2013*
Attachment #5 - *Agreement Between the IUE-CWA-CWA-AFL-CIO and Its Affiliate Local 88315 - Dover Organization of Employees, dated July 1, 2010 - June 30, 2012*
Attachment #6 - *City of Dover Bonus Program Information*
Attachment #7 - *Current City of Dover Employee Handbook with the Most Recent Changes Highlighted*
Attachment #8 - *City of Dover Performance Based Pay Policy for Non-Bargaining Employees*
Attachment #9 - *City of Dover Turnover Rates for Calendar Years 2010 and 2011*

Point Paper on Compensation Related Issues
STAFF RESPONSE

1. We need to see:

a.) Copies of pay tables used to set/establish pay –This information is included in the Dover tab of the binder.

b.) A copy of each current Collective Bargaining Agreement (CBA): Provided

c.) All written pay policies for non-bargaining unit employees. Provided

Please see the Pay Plan and Benefit Comparison document in the Dover tab. This should prove helpful in comparing the compensation and benefit package for different groups of City employees.

d.) Any written policies regarding performance award or bonus pay. Performance awards are not provided. The Pay for Performance evaluation system for non-bargaining employees was meant to provide an incentive for performing well.

The City does have a bonus program. For example, time off for weight loss or a small award for "Caught Doing it Right." Information is provided.

e.) Any written policies covering recruiting bonuses or retention bonus pay. These types of bonuses are not provided.

f.) The total number of City employee positions: There are 158 job titles (77 non-bargaining, 54 IUE-CWA, 20 IBEW and 7 Police).

g.) The total number of employees assigned to each pay grade or level, and the job titles of those employees. This information is contained in the Dover tab of the binder. Please see the green and yellow sheets.

h.) The operating budget for employee pay and benefits for the fiscal year.

2. We need to know:

a.) If management has a separate budget line for overtime pay and for performance/incentive bonuses. There is no separate overtime budget line for management. The city does not offer performance/incentive bonuses. The Pay for Performance evaluation system for non-bargaining employees was meant to provide an incentive for performing well.

b.) What the average annual overtime expense is.

c.) If there are any City employees currently on long-term (been away from the work for over a year) workers' Compensation? There are no employees on long-term leave. What their jobs were before they were injured at work?

d.) The average number of position vacancies at any given time; normal employee attrition/turnover rate due to retirement, quitting, removal, or death. In CY2010 the turnover rate was 5.57%. Year to date for CY2011, the turnover rate is 4.81%. A spreadsheet has been provided which provides greater details.

Any management concern regarding retention in any job category. In today's economy, this is not a major concern. Remaining competitive with monetary and non-monetary benefits for executive and skilled position in industries such as engineering and utilities is a must. The City of Dover cannot be strong without great leadership in addition to staff that has the necessary knowledge, skills and abilities to assist the city in maintaining it's vision and mission statements.

e.) If there are any employment/recruiting concerns. How long positions normally remain vacant after an employee leaves. When the city isn't experiencing a hiring freeze, the typical recruitment time for a non-skilled or semi-skilled position is approximately eight weeks. Skilled positions take additional time depending on geographic search area, advertising guidelines, the interview process, as well as any relocation time.

f.) What employees are paid as night differential of shift premium pay. Please see CBAs. FOP, page 7; IUE-CWA, page 11 and IBEW, page 22.

g.) If there's additional compensation for work on a Sunday. Not specifically for working on a Sunday.

h.) The number of paid holidays city employees get each year. Please see the CBAs, FOP, page 8; IUE-CWA, page 6; IBEW, page 7. For Non-bargaining, please see page 42 of the Personnel Policy.

i.) The number of vacation days that employees get per year. Please see page 44-45 of the Personnel Policy. While this subject is addressed in each of the CBAs, all employees earn at the same rate.

j.) The severance pay formula for employees in the event of furlough or reduction in force. The city does not offer severance pay.

k.) The percentage of the payroll budget that goes towards the employee benefit package including social security, FICA, health insurance. Life insurance, performance bonuses, any matching 401K plans retirement expenses and the Medicare Part B costs for retirees.

l.) Whether overtime pay, or any other premium pay such as Sunday premium pay or night differential pay is included in the calculation of retirement pay. Base pay, scheduled

over-time, and payment for being on call, except those hours reported for being called out, are considered pensionable wages. If an employee's approved absence is the result of a workers compensation injury, the base wages that the employee would have earned had he not been on workers compensation leave will be considered pensionable. In addition, the value of lost base salary as a result of mandatory furlough shall be considered pensionable.

Worksheet 8: July 2010

City of Dover
FY 2010 - 2011 Pay Plans

0.035 No Increase

Grade	Below Market		At Market		Above Market	
101	$ 16,015	$ 19,069	$ 19,070	$ 22,123	$ 22,124	$ 25,178
	Mayor					
	Police Captain					
102	16,816	20,022	20,023	23,230	23,231	26,437
	Service Center Clerk					
103	17,657	21,024	21,025	24,392	24,393	27,759
104	18,540	22,075	22,076	25,611	25,612	29,147
105	19,467	23,178	23,179	26,891	26,892	30,604
106	20,440	24,338	24,339	28,236	28,237	32,134
107	21,463	25,555	25,556	29,648	29,649	33,741
108	22,535	26,832	26,833	31,130	31,131	35,428
109	23,663	28,174	28,175	32,687	32,688	37,199
	Building Supervisor					
	Human Resources Clerk					
110	24,846	29,583	29,584	34,321	34,322	39,059
	Weed & Seed Program Coordinator					
111	26,088	31,062	31,063	36,037	36,038	41,012
	Billing Clerk					
	Records Management Coordinator					

112	27,392	32,615		32,616	37,838		37,839	43,062
	Administrative Assistant *Human Resources Specialist* *Support Services Manager* *Residential Assessment Tech*							
113	28,762	34,245		34,246	39,730		39,731	45,215
	Building Maintenance Supervisor *Computer Operator* *GIS Technichian*							
114	30,200	35,958		35,959	41,717		41,718	47,475
	Account Clerk III *Assessment Valuation Specialist* *Assistant City Assessor* *Downtown Coordinator*							
115	31,710	37,756		37,757	43,803		43,804	49,850
116	33,295	39,643		39,644	45,993		45,994	52,342
	Administrative Assistant to the City Manager *Assistant City Clerk* *Central Service Coordinator* *Public Affairs Coordinator*							
117	34,959	41,625		41,626	48,292		48,293	54,959
	Accountant I *Customer Service Supervisor* *Field Service Representative III* *Fire Cheifs Assistant* *Payroll Specialist* *Planner I* *Recreation Center Coordinator*							

	Recreation Program Specialist *Sports Coordinator*							
118	**36,708**	**43,707**		**43,708**	**50,707**		**50,708**	**57,706**
	911 Supervisor *Field Supervisor I* *Planner II* *Records Unit Supervisor* *Victim Services Coordinator*							
119	**38,543**	**45,892**		**45,893**	**53,242**		**53,243**	**60,592**
	Computer Programmer *Department Budget & Support Supervisor* *GIS Coordinator* *Inspector III* *Librarian I* *Meter Crew Leader* *Senior Planner* *Substation Relay Foreman*							
120	**40,471**	**48,187**		**48,188**	**55,904**		**55,905**	**63,622**
	Accountant II *Billing Supervisor* *Community Development Manager* *Emergency Management Coordinator* *Field Supervisor II* *Human Resources Coordinator* *LAN Analyst* *Purchaser* *Water/Wastewater Project Supervisor*							
121	**42,494**	**50,596**		**50,597**	**58,699**		**58,700**	**66,802**
	Economic Development Manager *Human Resources and Safety Coordinator*							

	Librarian II *Programmer Analyst* *Senior Accountant* *Senior Engineering Field Worker* *Water/Wastewater Maintenance Supervisor*							
122	44,619	53,126		53,127	61,635		61,636	70,143
	Construction Manager *Contract and Procurement Manager* *Customer Service Manager* *GIS Manager* *Senior LAN Analyst* *Superintendent of Grounds*							
123	46,849	55,782		55,783	64,716		64,717	73,650
	Assistant Library Director *City Assessor* *Senior Construction Manager* *Senior Programmer Analyst*							
124	49,192	58,571		58,572	67,952		67,953	77,332
	Chief Building Inspector *Civil Engineer I* *Electrical Engineer I* *Water Production Supervisor*							
125	51,651	61,500		61,501	71,349		71,350	81,198
	Assistant Planning Director *Financial reporting & Accounting Manager* *Police Resources Manager* *Principal Planner*							
126	54,235	64,575		64,576	74,917		74,918	85,259
	Civil Engineer II							

	Construction/Inspection Manager *Customer Service Department Manager* *Electrical Engineer II* *Public Works Operations Manager*							
127	**56,946**	**67,804**		**67,805**	**78,662**		**78,663**	**89,521**
	Assistant City Engineer *City Clerk* *Library Director* *Line Crew Superintendent*							
128	**59,794**	**71,194**		**71,195**	**82,596**		**82,597**	**93,997**
	Assistant Finance Director *Engineer Service & System Ops Supervisor*							
129	**62,783**	**74,754**		**74,755**	**86,725**		**86,726**	**98,697**
	Chief Electrical Engineer							
130	**65,922**	**78,491**		**78,492**	**91,061**		**91,062**	**103,631**
	Police Major							
131	**69,219**	**82,416**		**82,417**	**95,615**		**95,616**	**108,813**
	Planning & Inspection Director *Public Works Director* *Water/Wastewater Manager*							
132	**72,679**	**86,537**		**86,538**	**100,395**		**100,396**	**114,254**
	Central Services Director *Human Resources Director* *Parks & Recreation Director* *Senior City Administrator*							
133	**76,314**	**90,864**		**90,865**	**105,415**		**105,416**	**119,967**
	Electric Director							

	IT Director							
134	80,129	95,407		95,408	110,686		110,687	125,965
	Planning & Community Development Director							
135	84,135	100,177		100,178	116,220		116,221	132,263
136	88,343	105,186		105,187	122,031		122,032	138,875
	Chief of Police							
	Public Services Manager							
	Public Utilities Manager							
137	92,759	110,445		110,446	128,132		128,133	145,819
	Controller/Treasurer							
138	97,397	115,967		115,968	134,539		134,540	153,110
139	102,267	121,766		121,767	141,265		141,266	160,765
	City Manager							

AN AGREEMENT

BETWEEN THE

DOVER POLICE DEPARTMENT MEMBERS
FRATERNAL ORDER OF POLICE LODGE #15

AND THE

CITY OF DOVER, DELAWARE

JULY 1, 2009 - JUNE 30, 2012

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AGREEMENT

THE AGREEMENT, entered into this 29 day of September 2009 by and between the CITY OF DOVER, a Municipal Corporation of the State of Delaware, hereinafter referred to as the "CITY" or as the "EMPLOYER", and the DOVER POLICE DEPARTMENT MEMBERS FRATERNAL ORDER OF POLICE LODGE #15 AND THEIR ELECTED REPRESENTATIVES, hereinafter referred to as the "UNION", MEMBERS, "EMPLOYEES", or FOP, WITNESSETH:

ARTICLE I: GENERAL

1.1 Purpose of the Agreement

It is the purpose of this Agreement to achieve better understanding between the EMPLOYER and the EMPLOYEES: to provide for equitable adjustment of differences which arise; and to establish compatible employment relations.

1.2 Term of the Agreement

The terms of this Agreement shall become effective on July 1, 2009 unless otherwise noted, and shall continue in effect until June, 30, 2012 provided, however, this Agreement shall remain in force and in effect until a new Agreement is entered into between the parties hereto. This Agreement shall be binding on the successors of the parties hereto. Negotiations for a successive agreement shall begin the first week of January 2012.

1.3 Recognition

The City recognizes and acknowledges the Fraternal Order of Police Lodge #15 as the exclusive bargaining representative for all employees in the classification of sworn police officer below the rank of Major. The bargaining unit covered hereunder shall be as follows: all full-time sworn Dover police officers at and below the rank of Captain.

1.4 Union Security

A. All employees who are members of the Union shall pay to the Union the Union's regular and usual initiation fees and its regular and usual dues. For present employees who become members of the Union, such payments shall commence thirty-one (31) days following the effective date or the date of execution of this Agreement, whichever is the latter, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

B. All employees who choose not to become Union members may pay to the Union an amount of money equal to that paid by other employee members' regular and usual dues. The Union agrees to assume full responsibility for compliance with all laws applicable to service fee payors.

1.5 Checkoff

A. The City agrees to deduct, upon written authorization of the employee, from the pay of such employee members of the Union, the dues, initiation fees and/or uniform assessments of the Union and agrees to remit to the Union all such deductions prior to the end of the month for which the deductions are made.

B. The City agrees to deduct, upon written authorization of the employee, from the pay of such employee non-members of the Union, an amount equal to the regular and usual dues paid by members. The City agrees to remit to the Union all such deductions prior to the end of the month for which the deduction is made.

C. Checkoff shall be deducted on a biweekly basis.

D. Where an employee who is on checkoff is not on the payroll during the week in which the deduction is to be made, or has no earnings or insufficient earnings during that week or is on leave of absence, the employee must make arrangements with the Union and/or the City to pay such dues in advance.

E. The City will recognize the authorization for deductions from wages, if in compliance with State Law, to be transmitted to the Union.

F. The Union shall indemnify and hold the City, its employees and officers, harmless against any and all claims, demands, suits and other forms of liability that shall arise out of or by reason of any action taken or not taken by the City for the purpose of complying with any of the provisions of this section on Union Recognition, Union Membership, and Deduction of Union Dues or service fees.

1.6 Savings Clause

If any provision of this Agreement is declared by legislative, judicial, or administrative authority of the State of Delaware or the United States to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement. The parties shall as soon as practicable open collective bargaining to reach an agreement on substitution provision(s). The collective bargaining called for under this section shall be subject to all of the provisions of 19 Del. C. Chapter 16.

1.7 Management

A. The Management of the City of Dover Police Department and the direction of all Department personnel, including; the right to hire; assign; suspend; transfer; promote; discharge or discipline for violation of the Rules and Regulations of the Department, duly promulgated, providing, for such discipline and to maintain the discipline and efficiency of its members; the right to relieve members from assignments for legitimate reasons; the right to determine the manner of operation, and to change the methods or processes, or to use new

equipment; the right to establish schedules; to introduce new or improved methods of operation; and to extend, limit, or curtail its operations, is vested exclusively in the Police Chief. The above statement of management functions shall not be deemed to exclude other functions not listed herein. In no case shall the exercise of the above prerogative of management be in derogation of the terms and conditions of this Agreement or of State law.

B. For purposes of the implementation of any provision of this Agreement wherein authority is vested in the Police Chief, the Police Chief may designate any member of the Department to act on his behalf.

1.8 Maintenance of Standards

A. The parties agree not to eliminate any benefits expressly stated within this Agreement that are uniformly conferred throughout the Police Department.

B. For the purposes of this Agreement, benefit shall be defined as any established practice or procedure, the primary intent of which is to better the working conditions of the individual member, rather than to enhance the operational efficiency of the Department. No procedure which is not set forth in any rules, regulations, general or special orders, memorandum or standard operating procedure shall be included within the meaning of this provision. Established practices expressly stated within this Agreement that are uniformly enjoyed throughout the Police Department shall be included herein.

C. For the purposes of this section, "intent" shall be ascertained by objective standards.

1.9 Incorporating More Liberal Benefits

The EMPLOYER agrees that during the terms of this Agreement, any action by the Governmental Body of the City providing for more liberal benefits for all sworn Police officers within the Police Department than those listed shall supersede any similar benefit provided for in this Agreement.

1.10 No Strike/No Lockout

A. It is agreed that during the term of this Agreement neither the Employees, its officers or its members for any reason will authorize, institute, aid, condone, or engage in a strike.

B. The Employees agree to notify all of their officers and representatives of their obligation and responsibility for maintaining compliance with this Article including their responsibility to remain at work during any strike which may be caused or instituted by others and to encourage employees violating Paragraph A to return to work.

C. The City shall have the sole and unlimited right to discipline any employee who instigates, participates in or gives leadership to a strike.

D. During the term of this Agreement, the City shall not lockout any employees.

1.11 Reduction in Force & Recall

The City in its discretion shall determine whether a reduction in rank and/or layoffs are necessary. The Union will be given two weeks advanced notice should such a determination be made. Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds. Reductions in rank, when necessary, shall begin in the higher ranks with the least senior person being set back one rank, should there be no vacancies in that lower rank the process will be repeated until the authorized number is achieved at each rank. Layoffs, if necessary, shall begin with those employees having the least seniority in the department. This seniority shall be based on the employee's years of service. If two or more employees have the same start date, the least senior will be the employee with the highest IBM number. Employees who have been laid off shall have recall rights for two years from the date of their layoff, in the inverse order of the layoff.

1.12 Grievance Procedure

A grievance shall be defined as any difference, dispute or complaint regarding the interpretation or application of the terms of this Agreement. All grievances filed shall contain a concise statement of the facts alleged to support the grievance. Grievances shall be processed in accordance with the following procedure and shall be determined by application of the terms of this Agreement. Discipline and appeals of disciplinary action are not subjects covered by this grievance procedure.

A. The aggrieved employee shall file with his immediate supervisor a written statement explaining the grievance, the specific contract provision involved, the manor in which the contract has been violated and the remedy sought. The aggrieved employee shall file the grievance within ten (10) working days of the date of the grievance, or when the employee obtains knowledge or should have obtained knowledge of its occurrence. The immediate supervisor shall discuss the grievance with the employee and shall reply to the employee, in writing, within three (3) working days of the meeting held with the employee.

B. If, after receipt of the written decision of the immediate supervisor, the grievance has not been satisfactorily resolved, the aggrieved employee has three (3) working days to file an appeal with the Division Commander. The Division Commander may schedule a meeting with the employee to discuss the grievance. Within three (3) working days of the meeting, or the receipt of the grievance if no meeting is held, the Division Commander shall respond to the employee in writing.

C. If, after receipt of the written decision of the Division Commander, the grievance has not been satisfactorily resolved, the employee shall, within three (3) working days file a written appeal to the Chief of Police. Within five (5) working days the Chief will assemble a panel to hear the appeal. The panel will consist of the Human Resources Director, or his designee, and other such personnel who bring appropriate knowledge/skills to the meeting. The aggrieved employee has the right to take a FOP representative of Lodge #15 to this meeting. At such meeting, discussion shall be limited to the issues raised in the grievance and an earnest effort shall be made to arrive at a satisfactory resolution of the issue. Each party shall make notes of the substance of the issues and conclusions of the meeting. The Human Resources Director and Chief of Police shall respond in writing five (5) working days of the conclusion of the hearing.

D. If after receipt of the written decision of the Human Resources Director and the Chief of Police, the grievance has not been satisfactorily resolved, or if they fail to agree the Lodge may appeal to an impartial arbitrator by writing to the Human Resources Director not later than thirty (30) days after the rendering of the decision or expiration of the time limit for the rendering of such decision. No appeal shall be considered unless signed by the President of the Lodge or his designee.

E. The impartial arbitrator shall be selected by the Lodge and Employer. In the event they are unable to agree upon an impartial arbitrator within five (5) days after the request for arbitration is made by either party, the impartial arbitrator shall be selected through and pursuant to the rules of the American Arbitrator Association. The parties agree that arbitrator provided by the AAA shall be a member of the National Academy of Arbitrators. The cost of the impartial arbitrator shall be borne by the losing party. The decision of the arbitrator shall be made within thirty (30) days of the closing of the hearing and shall be binding upon both parties.

F. The arbitrator shall have access to all written statements and documents pertaining to the appeals in the grievance.

G. Within thirty (30) days after the selection of the impartial arbitrator, the arbitrator shall hold a hearing in connection with the appeal. The employee may be represented by a representative of his choice. Hearings need not be conducted according to technical rules relating to evidence and witnesses: provided, however, that neither party shall be permitted to rely entirely on hearsay.

H. Within thirty (30) days of the conclusion of the arbitrator's hearing, he shall certify his findings which shall then be final.

I. Matters which may be grieved shall be limited to disputes or misunderstandings which may arise between the parties concerning the application or interpretation of this Agreement.

J. The Lodge shall be presumed to be the authorized representative of all members of the bargaining unit in grievance proceedings, unless an individually aggrieved employee, in writing, rejects its representation.

K. Where the alleged grievance involves a matter of general application impacting on a significantly large number of employees, the Lodge may initiate a grievance on behalf of the entire group involved. The Lodge may raise the issue starting from Section B above. All individuals in the group that will be affected by the grievance and its resolution shall be bound to any resolution which is accepted by the Lodge Committee and shall not thereafter again raise the issue individually.

ARTICLE II: SALARIES AND ALLOWANCES

2.1 Regular Salaries

A. Effective July 1, 2009 the regular salaries of all employees shall be in accordance with the schedule set forth in Exhibit A attached hereto. This schedule contains a 3.5% increase. Effective July 1, 2010, Exhibit A shall be increased a minimum of 1.5% to a maximum of 3.0%. The percentage change in the Consumer Price Index for Urban consumers (CPI-U) for the Philadelphia/Wilmington area for all items from December 2008 to December 2009 will determine the exact percentage change. Negotiation for wages only will begin the first

week of January 2011 for the period of July 1, 2011 – June 30, 2012. Parties will also attempt to develop a new wage scale.

During fiscal year 2011 (July 1, 2010 – June 30, 2011) and fiscal year 2012 (July 1, 2011 – June 30, 2012) only represented members of the bargaining unit would not be subject to any furloughs or unpaid leave that would result in a wage reduction.

B. Current review dates will remain unchanged until an employee is promoted. Upon promotion, the individual's review date will be changed to be on the annual anniversary of the promotion.

Effective July 1, 2007, a new salary scale reflecting the Career Development plan was instituted containing the 4% increase for Corporal and above, and will become a permanent part of the rate structure.

2.2 Overtime Pay

Overtime compensation shall be paid for work done in excess of eight (8) hours per day as well as over 40 hours per week, according to the following schedule:

1. Eligible employees shall be paid time and one-half (1-1/2) their regular straight time rate for hours worked in excess of eight (8) hours work in the same day as well as forty (40) hours in the same work week without duplication.
2. Overtime payment is not authorized with respect to starting and terminating time necessary to communicating with relief when changing shifts or receiving assignments, for unscheduled administrative work, or for travel time from an employees home to his reporting station or return.
3. Payment of overtime hours shall not be pyramided and payment shall be only for half hour increments.
4. Overtime compensation for members working the 12 hour schedule shall be paid for work done in excess of twelve (12) hours per day as well as over 80 hours per pay period. (Two weeks), according to the following schedule.

A. Eligible employees shall be paid time and one-half (1-1/2) their regular straight time rate for hours worked in excess of the scheduled 12 hour shift as well as eighty (80) hours for the pay period (two weeks).

The purpose of paragraph 4 is to adjust those contractual issues necessary for the implementation of a twelve (12) hour shift during the time such shift is in use. These adjustments apply only to those who are assigned to the twelve (12) hour shift. It is understood that the schedule of this agency is set by the Chief of Police and that this does not negate that authority. The Chief of Police retains the right to establish schedules and is not obligated to permanently maintain this or any other schedule.

B. Captains will not be eligible to receive overtime pay.

2.3 Standby Pay

The EMPLOYER agrees to pay "Standby Pay", at the regular straight time rate, to those officers of the Police Department who are scheduled to be "on-call" for the full work week. The officers shall receive seven (7) hours straight time pay added to their regular forty (40) hours straight time for such weeks. Any actual time called-in and worked, over and above normal hours, shall be paid at one and one-half (1-1/2) times regular rate of pay. Overtime is not paid while traveling from and to an EMPLOYEE'S home. The scheduling of a "Standby" roster shall be at the discretion of the Police Chief, or his designee. Captains will not be eligible to receive standby pay.

2.4 Court Pay

A. In the event that as a result of his official duties, an officer is scheduled to appear in court when he is not on assigned duty, he shall be paid a guaranteed minimum of three (3) hours pay for the time he is required to be in court, except as noted below for the 12 hour shifts. For purposes of this section, a "Court Appearance" shall also include required attendance at any related proceeding in connection with official duties.

B. Minimum court pay will be applied the same as currently practiced except for court appearances that occur on off duty time during the calendar day that the officer is scheduled to report for night shift. Officers will be paid a two (2) hour court minimum on these days for any subpoena time before 11 am. Anytime worked 11 am or after is subject to rescheduling at Management's discretion. Subpoenas for a time of 11 am or later are not subject to the two hour minimum.

C. It is agreed that court pay is a payment for the inconvenience of reporting to court off the regular shift, therefore a person subpoenaed prior to their assigned shift or on a day off will be compensated the full three hours regardless of the time served. It is understood that multiple court appearances within the three hour period will result in only one such payment.

D. Persons required to attend court past the end of their shift or to coincide with the end of the shift will be on overtime for actual hours worked. If the reporting requirement is for any time after the end of the shift the three hour minimum will again be in effect.

E. Justice of the Peace Courts shall be excluded from court pay unless it can be shown by the officer that the court appearance was required and was completely out of his control.

2.5 Shift Differential

Shift differential shall be paid to all employees who work rotating shifts on a permanently scheduled basis. Rotating shifts may be either two or three shifts.

Shift differential shall be paid to any employee assigned permanently to a non-rotating shift schedule whenever majority of the employee's regularly scheduled shift hours during a pay period occur before 8:00 a.m. and/or after 4:00 p.m.

The amount of shift differential pay shall be calculated for each hour actually worked subject to the following schedule:

Day shift (8:00 a.m. to 4:00 p.m.) - 0 cents per hour
Evening shift (4:00 p.m. to midnight) - 75 cents per hour
Midnight shift (midnight to 8:00 a.m.) - $1.10 cents per hour

This shift differential shall not become part of base pay and shall be paid monthly.

2.6 Clothing Allowance (Non-Uniform)

All non-uniform officers of the Operations Division shall receive a $750.00 clothing allowance for purchase of clothes in place of uniforms.

2.7 Contract Cleaning (Uniform and Non-Uniform)

The department will maintain a contract cleaning service for Officer's required suits and uniforms. Cleaning service will be provided for 5 uniforms/suits (10 articles) in each two week period.

2.8 Shoe Allowance (Uniform and Non-Uniform)

All officers receive a shoe allowance of $175.00 for the purchase and/or maintenance of their shoes.

2.9 Bi-weekly Pay

The City will maintain a bi-weekly pay period with Friday as payday. If payday falls on a holiday, payday will be Thursday.

2.10 Holidays

The following days and such other days as City Council may designate are holidays with pay for all officers covered under this Agreement.

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

When a holiday falls on a Saturday, a paid holiday is granted on Friday. When a holiday falls on a Sunday, a paid holiday is granted on Monday.

2.11 Field Training Officer Duty

Members of the bargaining unit serving as a Field Training Officer (FTO) shall receive non-pensionable compensation of $1.00 per hour for actual hours worked as a field training officer for any field training assignment started on or after July 1, 2009. This additional compensation shall not be used in the calculation of an overtime rate of pay and shall not become part of base pay.

ARTICLE III: OTHER BENEFITS

3.1 Station Meetings

The City shall have the right to schedule all EMPLOYEES to attend station meetings, not to exceed two (2) hours each six (6) months. Officers shall not receive additional compensation for attending such meetings. EMPLOYEES who are on vacation, day-off, or on sick leave shall not be required to attend.

3.2 Damage of Personal Property

A. Compensation shall be provided to EMPLOYEES when personal property is either destroyed or damaged as a direct result of actions arising out of the officer's performance of official duties subject to the following procedures:

1. Within three (3) calendar days of the destruction or damage, a written report of the incident must be filed with the supervisor, containing a copy of the Report of Investigation and the officers report, detailing how the personal property was destroyed or damaged; a description of the personal property; and the estimated cost of repair or replacement.
2. The personal property should, where practicable, be available for inspection. Compensation shall not be paid without the written approval of the Chief of Police.

B. The repair, replacement or compensation in lieu thereof, at the Department's option, shall in any event be limited to three hundred dollars ($300.00).

C. Such reimbursement will be made by the City within thirty (30) days of the completion of the proper reporting procedures. The Officers suffering such damage agree to continue to pursue recovery through the systems now in use, and to sign over to the City any reimbursement received from those other sources.

3.3 Police Conventions

Upon reasonable notice, members of the Department, not to exceed three (3) persons, shall be given time off without loss of benefits or seniority, to attend police conventions; provided that such time off shall not exceed an aggregate of twenty-seven (27) working days per calendar year.

3.4 Health Care Insurance

A. The City participates in the State of Delaware Group Health Insurance Program and employees are entitled to select their desired level of coverage from the options available thereunder.

The City will pay 100% of the monthly premium for individual employee coverage. For employees who elect dependent coverage the City will contribute 75% of the dependent premium and the employee shall pay the remaining 25%.

B. For employees who retire after July 1, 1991, the City shall pay 100% of individual employee monthly premium. Also, the City shall pay 75% of the retiree's dependent coverage.

If any change is made in the active employee's cost-sharing formula as described above, the City will give consideration to an identical change for existing retirees.

The City will be seeking ways to address health insurance coverage and the effects it has on Other Post Employment Benefit (OPEB) liability. The City will invite a FOP representative to actively participate in addressing these topics. Once issues are addressed and feasible solutions determined, the option to reopen the contract shall be considered for negotiation on this article only. The contract shall only be opened upon mutual agreement by the FOP and the City and any changes shall be agreed to by both parties.

3.5 Vision Care Insurance

The City will provide a $10 deductible eye care plan for employees. This will be an insured plan and is subject to the terms of the plan sponsor.

3.6 Optional Dental Insurance

The City agrees to sponsor an optional, employee paid, group dental plan. The City will solicit employee representative input to any plan design changes.

3.7 Professional Liability Insurance

The EMPLOYER agrees to secure and continue to pay premiums on a professional liability insurance policy for the duration of this contract and for as long as such policies are commercially available in the normal domestic insurance market. The extent of each officers coverage, and any conditions concurrent with such coverage shall be set forth exclusively in the insurance policy. A copy of the policy shall be provided to the Department, and the Lodge Secretary.

3.8 Work Week

A. The normal work schedule for the City of Dover Police Department shall be five (5) days per week from Monday to Friday inclusive. Eight (8) hours of work shall constitute a normal work day and forty (40) hours of work shall constitute a normal work week.

B. For Agreement purposes, the pay period shall begin on Sunday, 12:01 am and end 14 days later on Saturday, 12:00 midnight.

C. The work day shall be considered the day the shift begins.

D. For purposes of determining holiday worked as it relates to the pay vs. vacation option, an officer will be considered to have worked the holiday only if their regular shift begins on the calendar day of the City recognized holiday.

E. Any regular shift hours worked on a holiday will be paid at straight time. The 8 hour City holiday benefit pay shall count towards total hours worked for the pay period.

F. All employees are expected to be at their assigned place and ready for work at the start of their work day as required by Rules and Regulations of the department. Lateness, for justifiable reasons will be excused, but habitual tardiness will not be excused. Prior arrangements for planned absences must be made with the employee's supervisors.

G. The Chief of Police is empowered to adjust work schedules as he deems necessary in the best interest of the department.

3.9 Assigned Day Off

Each officer assigned and working 12 hour shifts shall be scheduled off for a single 4 hour block during the pay period, either at the beginning or end of that officer's assigned shift, unless requested otherwise by the officer for hardship and with Management's approval. If this 4 hour block cannot be accomplished reasonably within the pay period the resulting 4 hours will not be paid in overtime under Section 2.2 (Overtime Pay) but will instead be compensated with an additional 4 hours off with straight pay the following pay period.

3.10 Education Incentive Program

A. Intent - This program is to be a bonus for educational achievement in the career field of law enforcement and to be paid annually on or about December 1st of the year with a cut-off on credits to be on or about October 15th of the same year. This policy grants an incentive emolument up to and including the level of a master's degree only. Any member of the department embarking on this program will lose the emolument if the educational program ceases before an associates degree is obtained. The cessation of payment will occur twelve (12) months after the completion of a given course of study and if the studies are not recommenced in that twelve (12) month period.

B. In order to qualify an officer must be with the department as a regular full time permanent sworn member for three (3) years before payments would commence.

C. An officer must have as a first step an accumulation of thirty (30) semester hour credits.

D. The incentive emoluments paid for this program shall be based on $100 for each thirty (30) semester hour college credits to the extent that an associates degree would earn the sum of $200, the baccalaureate's degree would earn $400, and the master's degree would earn $500. These amounts being paid in addition to the individual's scheduled salary. Effective 7/01/03 the emoluments will increase as follows:

30 hours	AA	BA	MA
$550	$725	$1,000	$1,250

*Permanent educational payments (AA, BA & MA) be included as part of compensation for pension purposes. (NOTE – The City has been advised by the State Pension Office that yearly lump sum payments of the above amounts would be pensionable).

E. The emoluments here-in provided shall not be considered in the overtime rate or as affecting any other fringe benefit program presently in force.

F. The area or courses studied and its relationship to law enforcement shall be decided by the Chief of Police regarding credit approval.

G. Proof of successful accomplished credits shall be based on the college or university transcript which must be submitted for this purpose.

H. This program is limited to one degree only.

3.11 Vacation

A. The City of Dover existing Vacation Policy shall remain unchanged. The table below reflects this policy:

B. The term day refers to 8 hours and not the Patrol Unit's assigned 12 hour work day.

Allowed Continuous Service Requirement	Amount of Vacation Earned	Carry Over
6 months to 8 years*	1-1/4 days per month (15 days per year)	15 days
8-15 years	1-3/4 days per month (21 days per year)	21 days
15-20 years	2 days per month (24 days per year)	24 days
20 years and over	2-1/4 days per month (27 days per year)	27 days

*Upon successful completion of six month's employment, an employee shall be credited with six days vacation time; after which vacation shall be accrued per the above schedule.

C. All other aspects of the plan shall remain the same.

3.12 Vacation "Sell Back"

Members shall be allowed to sell back unused vacation up to a total of 80 hours. Any amount of hours up to 40. After 40 hours, vacation may be sold in increments of 20 hours, i.e. 60 or 80 hours. The first opportunity to sell back the additional time is December 2010. The payment in lieu of vacation shall be made in December each year and paid at the rate then in effect for the individual.

This pay shall be optional. The employee must request in writing to the Chief's office prior to the submission of the department's budget to reserve the option of pay in lieu of vacation in the budget. The normal City of Dover application for leave form must be completed at least two weeks in advance of receiving pay on the first pay day in December.

Pay in lieu of vacation shall not be considered pay for pension purposes. No employee contribution will be deducted, the City will not make pension contributions based on the pay and the pay shall not be used to compute pension benefits.

3.13 Police Pension Plan

A. The EMPLOYEES agree that the Police Pension Plan is a non-negotiable item.

3.14 Physical Fitness Standard

The City and Union will cooperatively set a physical fitness standard and conduct an annual test. Those who perform at the excellent level will receive a bonus of $150; those who exceed the standard will receive $75. (A separate minimum standard will also be developed by Police Management).

3.15 Weather Emergency

When the City Manager closes the City's Administrative Offices due to a weather emergency, then those employees covered under this Agreement who are required to report to work or to continue working under the City's inclement weather policy will be compensated with time off on an hour-for-hour basis for each hour they actually work while City offices are closed two hours or more during the normal work week (Monday-Friday). Furthermore, the City shall not pay overtime to obtain the necessary staffing level to cover any position under this weather emergency policy.

3.16 Benefits in Effect

Standards in effect as of the time of negotiations concerning the below listed benefits shall become part of this Agreement:

1. Blood Bank - The City shall make available to all members the option of joining the Blood Bank of Delaware group plan. This program provides protection for the employee and his/her dependents if the need for blood arises. Under the group plan the employee and his/her dependents are protected in all 50 states and Canada for an unlimited amount of blood. Annual dues shall be paid by the City, however, when contacted by the Blood Bank, an employee must agree to (1) donate a pint of blood, (2) have someone donate for him/her, (3) pay a fee to the Blood Bank.
2. Bond-A-Month Deduction
3. Clothing and equipment issue and replacement - All uniforms and equipment required to be worn by members will be issued and replaced as necessary by the City.
4. Credit Union Deduction
5. Bereavement - In the event of a death in the immediate family of an employee, the employee shall be granted three (3) working days, with pay, not charged to any leave balance, to arrange for and/or attend funeral service or related matters if the funeral is over four hundred (400) miles from the City, the employee shall be granted five (5) working days, with pay, not charged to any leave balance, to arrange for and/or attend funeral service or related matters.

Immediate family defined:

Described as the employee's father, mother, guardian, spouse, significant other if not married or separated from spouse, children, step-children, father-in-law, mother-in-law, sister-in-law, brother-in-law, brother, sister, grandparents, grandparents-in-law, grandchildren, step-father, step-mother, or any relative that was living with the police officer.

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

An employee may request additional time beyond the time provided. The Chief may grant such additional time to be charged against the employee's sick leave.

Hours granted as bereavement time shall be counted as hours worked for the purpose of calculating overtime and shall not be charged as vacation if the police officer is on vacation at the time of the death.

6. EDUCATIONAL ASSISTANCE

The City promotes continuing education if this education will better equip the employee to do his/her job. An employee is allowed to receive reimbursement for a maximum of three (3) courses per semester/quarter/block. This benefit is available to an employee who has successfully completed his or her initial probationary period of employment, with the exception of sworn police officers. Sworn police officers are eligible upon completion of six months of employment.

To be eligible for this benefit an employee must have demonstrated during his/her full-time regular employment with the City, prior to application, that his/her elementary and secondary public school training is sufficient and adequate for extended study and training and that such informal education and training is compatible and commensurate with the employee's chosen extended study and training.

The employee's selected courses must be approved in writing and in advance by the Chief of Police and the Human Resources Department. The selected courses of study must be helpful to the employee in his or her present work and basic advancement.

The City shall reimburse the employee for tuition, laboratory fees and books. Reimbursement will be the lower of University of Delaware in-state rates for the level and type of course taken or the actual amounts paid for tuition. Employees shall receive reimbursement based upon the follow schedule:

Letter Grade	Grade	Reimbursement Percentage
A	90 to 100	100%
B	80 to 89	90%
C	70 to 79	80%
D or F	69 and under	0

Receipts and official grade verification must be provided for reimbursement.

The City shall reimburse the employee for books provided the City has the option of retaining the books if it so desires.

An employee who takes advantage of this policy shall be required to complete at least two (2) continuous years of employment with the City upon receiving reimbursement or shall have the amount of the reimbursement deducted from his/her final pay check. This agreement shall not constitute an employment contract.

No employees shall be eligible for benefits under this policy if they are enrolled and receiving benefits under any other Education Association Plan, such as "G.I. Bill", LER or L.E.A.A., etc.

Officers will work with Robin Adkins, Police Administrator, her successor, or another appropriate person assigned by the City, to complete the necessary paperwork to apply for educational assistance to the Law Enforcement Officers Educational reimbursement program (LER Program). The City will process payment for educational reimbursement in due course, and when the Officer receives payment from the LER Program, the Officer(s) will reimburse the City promptly.

For complete details on the reimbursement process, the Human Resources Department should be contacted.

7. Dues Deduction - Upon written authorization of any employee the City shall deduct from each Fraternal Order of Police Lodge #15 members wages the bi-weekly amount of dues as certified by the Secretary of the Lodge and shall deliver the same to the Treasurer of the Lodge. The Fraternal Order of Police Lodge #15 agrees that they shall hold the employer harmless against any and all complaints, claims, judgments, or demands that may arise out of or in any way be related to compliance by the employer with the terms of this section or in reliance by the employer upon any document furnished to the employer by the Lodge pursuant to the provisions of this section.

8. Pre-employment Requirements

Each person to whom employment with the City is offered may be required to pass a pre-employment physical successfully, and complete a background check and drug test at a City designated medical facility at the City's cost, before an

appointment to such employment becomes effective. For a person offered employment with the City of Dover as a uniformed Police Officer, he or she will be required to pass a pre-employment physical at the City's cost.

9. Annual Service Awards - The City shall provide a Service Award Program to recognize employees for continuous and loyal service.

10. Veterans Administration Training Approval

11. Sick Leave including Terminal Leave and Retirement Credit will continue to be administered per the employee handbook dated July 2004 except as detailed here. For those who retire with 25 years of service, the number of sick days that can be sold back, or used as terminal leave, at the time of retirement is up to 150 days. Sick leave may also be used for the well care of the immediate family residing in the employee's principal place of residence. This use of sick leave may require verification by the City from the first hour used as deemed appropriate by the Department Head. In expanding the reasons for the use of sick time, the City has not changed its standards for attendance at work. Excessive absenteeism, tardiness, or the abuse of sick leave will continue to be a subject of the performance evaluation and it can also be just cause for progressive disciplinary action. Employees covered under this contract receive sick leave credit at a rate of 8 hours per month. Terminal Leave payments will be set at a maximum of one-hundred (100) days for all officers hired after 4/21/04. All current officers shall continue to be allowed to sell back one-hundred and thirty (130) days after twenty years of service or one-hundred and fifty (150) days after twenty-five years of service as outlined above.

    Years 21, 22, 23 & 24 shall be prorated as follows:

    All officers hired on or prior to 4/21/04 shall be allowed to sell back or use as terminal leave up to 130 days with 20 years of service; up to 134 days with 21 years of service; up to 138 days with 22 years of service; up to 142 days with 23 years of service; up to 146 days with 24 years of service and up to 150 days with 25 years of service.

Full-time regular employees shall accumulate sick leave at the rate of one (1) day per completed month or twelve (12) days for each completed year of service. An employee must have earned pay for one-half of his or her workdays for that month to be credited with sick leave. The employee cannot use a month's credit until he or she has earned pay for one-half of his or her workdays for that month.

The maximum number of sick days an employee may accrue is one hundred eighty (180) days. After the maximum numbers of days are accrued, no additional sick leave shall be earned until some of the accrued leave is taken.

12. Life Insurance, Accidental Death & Dismemberment and Off-the-Job Accident & Sickness Insurance provided however that off-the-job sickness and accident coverage shall begin on the twenty-second calendar day or the termination of sick

leave, whichever is sooner with the understanding that there is a seven-day mandatory waiting period on sickness that cannot be waived.

13. Maternity Leave will be maintained as outlined below, or as required by the Family and Medical Leave Act, if the Act treats the employee more favorably.

MATERNITY LEAVE

Leaves of absence shall be granted to employees affected by pregnancy, childbirth or related conditions; provided such leave shall not exceed six (6) months. At the commencement of a maternity leave of absence, employees have the option of using accrued sick or vacation leave time in order to continue to receive pay. Pay will cease when all accrued allowances have been used. The use of accrued time-off shall not extend the length of the leave.

The employee may maintain a sick leave balance of 40 hours.

14. Military Leave of Absence will be as outlined below, subject to the following:
    A. If on vacation - employee would be paid vacation pay and would keep military pay without adjustments from the City.
    B. If military leave is used, City will grant time off and assure their pay is equivalent to City pay.

MILITARY LEAVE

Military Training Leave

Full-time, regular employees who are members of the National Guard or Armed Forces Reserve will be allowed ten (10) work days military training leave per calendar year. If the compensation received while on military leave is less than the base salary that would have been earned during this same time period as a City employee, the employee shall receive partial compensation equal to the difference in the base salary earned as a reservist or guardsman and the base salary that would have been earned during this same period as a City employee. The effect will be to maintain the employee's salary at a normal level during this period. If such military duty is requested beyond this ten (10) work day period, the employee shall be eligible to take accumulated vacation leave or be placed in a leave without pay status. While taking military leave with partial pay or without pay, the employee's leave credit and other benefits shall continue to accrue as if the employee physically remained with the City during this period. An employee may use vacation time for the ten (10) days military duty and receive both vacation pay and pay from the military without reimbursement to the City. An employee must notify his/her supervisor a minimum of ten (10) days prior to taking military leave.

The pay received from the military while on military leave shall not be considered as pay for pension purposes. No employee pension contributions will be deducted, the City will not make pension contributions based on the pay and the pay shall not be used to compute pension benefits.

Active Duty

Full-time, regular employees who are guardsmen and reservists have all the job rights specified in the Veterans Readjustment Assistance Act. All employees who enlist or are reactivated in one of the military services will be granted on application a military leave of absence for a maximum period of five (5) years.

Military Mobilization Pay

If the compensation received by a full-time regular employee while on military leave as a result of individual or military unit mobilization is less than the base salary that would have been earned during this same time period as a City employee, the employee shall receive partial compensation equal to the difference in the military compensation earned as a reservist or guardsman and the base salary that would have been earned during the same time period as a City employee. This differential shall be paid for a time period of up to one year from the date the employee reports to active military service duty and shall cease upon termination of the active duty assignment. Military compensation shall include base pay, all special pay, bonuses and allotments, and any other direct compensation received as a result of mobilized military service from the government of the United States or any State government.

Reemployment After Military Service

Upon release from military service with an honorary discharge, a retiring veteran must apply for reinstatement as follows:

Service Time	Return
30 days or less	Beginning of the next regularly scheduled work period on the first full day following completion of service and expiration of an 8 hour rest period following safe transportation home.
31 to 180 days	Application of reinstatement must be submitted not later than 14 days after completion of military duty.
180 or more days	Application for reinstatement must be submitted not later than 90 days after completion of military duty.

Benefits

When the veteran is returned to active employment all benefits previously earned such as sick leave, longevity pay, unused vacation time and cost of living increases shall be credited to his record. Time spent while on active duty shall be credited towards completed year's service with the City for the purpose of computing retirement time, vacation time, and longevity increases. In regards to pension benefits, sworn police officers are subject to the Delaware County and Municipal Police/Firefighter Pension with the State of Delaware. Please contact the State of Delaware Pension Office for complete details.

An eligible City employee shall receive uninterrupted health insurance benefits at the same level as before he or she was called to active duty for a period of up to one year from the date the employee actually reports to active military service. The employee shall also be allowed to continue pension contributions based on his or her normal base pay.

15. On-the-Job Injury*

*As to the On-the-Job Injury benefits in effect as of the time of negotiations the position of the respective parties are, without waiver of any rights or claims as follows:

1. Police Officers: Total salary and benefits to be paid by the City to a Police Officer during the total time off due to a job related injury with benefits ceasing only upon termination of the physical disability.

2. City: In the case of an accidental injury to a Police Officer which occurs while on the job and is covered by Workman's Compensation Insurance, the City shall guarantee a 100% of the injured Police Officers salary for the first sixty (60) calendar days that the Officer is absent from work under a licensed physician's care. In each situation where the Officer must be absent from work because of an on-the-job injury beyond the sixty days period, the City Council of the City of Dover, after reviewing the Officer's case, may at its discretion grant an extension of the Officers 100% pay for an additional period of time not to exceed 305 calendar days.

16. Access to Personnel File - per Article XIX, Section 2 of the Employee Handbook dated July 2004.

ACCESS TO PERSONNEL RECORDS

Any person may have access to the information listed in Section 1 of the Employee Handbook dated July 2004, except for items e, f and g, for the purpose of inspection, examination and copying during regular business hours of the City. Access to such information shall be governed by the following:

(a) All disclosure of records shall be accounted for by keeping a written record (except for authorized persons processing personnel actions) of the following information: Name of the employee; information disclosed; date information was requested; name and address of person to whom the disclosure is made; purpose for which the information is requested. This information must be retained for two years.
(b) Upon request, records of disclosure shall be made available within a reasonable time to the employee to whom it pertains.
(c) An individual examining a personnel record may copy the information. Any available photocopying facilities may be provided and the cost may be assessed to the individual.

17. Outside Employment

The work of the City will take precedence over other occupational interests of employees. All outside employment for salaries, wages, commission and self employment must be reported to the Chief of Police, who in turn will report to the City Manager for review. The City Manager or the appropriate City Official will review such employment for possible conflicts

of interest and/or impact upon the efficiency of the employee. Such request will be placed in the employee's personnel file located in the Human Resources Department at the Dover Police Department. Conflicting outside employment or outside employment which inhibits an employee's efficiency will be grounds for disciplinary action, up to and including dismissal.

18. Bulletin Board Privilege - The Fraternal Order of Police Lodge #15 may maintain a bulletin board for its members. Space for the board is to be in a common area where all Officers have access. The location is to be mutually agreeable by the employer and the FOP.
19. Vest - The City shall issue and replace bullet proof vests to members. The replacement of such vests shall be at the suggested manufacturer time.
20. Shift Trading
21. Extra duty pay will be paid at time and ½. Minimum three (3) hours pay per extra duty assignment.
22. Funeral Expense - Should an active employee die, a funeral allowance of $1,000 will be granted.
23. Police Car Air-conditioning - The City shall provide that each City purchased vehicle used for police purposes will be equipped with a working air conditioning unit.
24. Any previously defined leave benefit not specifically addressed above, which is defined in terms of days, will be converted to hours based on one day equaling 8 hours.
25. Merit Steps
26. Sort Pay – Persons serving on the Sort Team will be paid an additional fifty dollars ($50.00) per month.

3.17 Acting Out of Title

To assure the orderly performance and continuity of municipal service, the City may find it necessary to temporarily upgrade employees on an acting basis to position of a higher rank. Temporary upgrading may be required in order to fill or compensate for temporary vacancies which may exist for any of the following reasons:

(a) A position is vacant and is scheduled to be filled by a regular full-time employee and a period of time is required so as to proceed with and complete the normal appointment procedure.

(b) A position is temporarily vacant, although regularly filled, because the regular employee is on vacation, sick leave, light duty, Worker's Compensation or some other approved leave of absence.

After having been upgraded under this policy for twenty (20) consecutive or more calendar days, an employee shall become eligible for a temporary upgrade pay increase on the twenty-first (21) calendar day. Pay increase shall be a minimum of 5% or the minimum starting salary of the position, which ever is greater.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names by their representatives hereunto duly authorized dated:

CITY OF DOVER

Kim Hawkins
Human Resources Director

Jeffrey Horvath
Chief of Police

Donna Mitchell
Controller/Treasurer

Raymond Taraila
Deputy Chief

FOP REPRESENTATIVES

Gary McLhinney
Chief Negotiator

David E. Spicer
Police Master Corporal

Aaron Dickinson
Patrolman First Class

Peter Martinek
Patrolman First Class

Jordan Miller
Patrolman First Class

Jason Pires
Police Master Corporal

R. Ernie Roswell
Patrolman First Class

Glenn M. Virdin
Police Sergeant

Date of Ratification by City Council
September 1, 2009

Exhibit A

Salary Schedule
July 1, 2009 - June 30, 2010

1.035

PATROLMAN	**1 YEAR**	**2 YEARS**	**3 YEARS**				
HOURLY	$21.05	$22.65	$24.07				
ANNUAL	$43,784.00	$47,112.00	$50,065.60				
PATROLMAN 1ST CLASS		**4 YEARS**	**5 YEARS**	**6 YEARS**	**7-10 YEARS**	**11-15 YEARS**	**16-20 YEARS**
HOURLY		$25.13	$26.14	$27.29	$28.73	$30.10	$30.70
ANNUAL		$52,270.40	$54,371.20	$56,763.20	$59,758.40	$62,608.00	$63,856.00
CORPORAL					**9-10 YEARS**	**11-15 YEARS**	**16-20 YEARS**
HOURLY					$29.88	$31.30	$31.92
ANNUAL					$62,150.40	$65,104.00	$66,393.60
MASTER CORPORAL		**6-7 YEARS**	**8 YEARS**	**9 YEARS**	**10 YEARS**	**11-15 YEARS**	**16-20 YEARS**
HOURLY		$30.34	$31.14	$31.95	$33.02	$34.39	$35.08
ANNUAL		$63,107.20	$64,771.20	$66,456.00	$68,681.60	$71,531.20	$72,966.40
SERGEANT			**8 YEARS**	**9 YEARS**	**10 YEARS**	**11-15 YEARS**	**16-20 YEARS**
HOURLY			$33.98	$35.01	$36.06	$37.12	$37.73
ANNUAL			$70,678.40	$72,820.80	$75,004.80	$77,209.60	$78,478.40
LIEUTENANT						**11-15 YEARS**	**16-20 YEARS**
HOURLY						$40.50	$41.11
ANNUAL						$84,240.00	$85,508.80
CAPTAIN							**16-20 YEARS**
HOURLY							$45.63
ANNUAL							$94,910.40

The above pay plan represents a 3.5% increase over the July 1, 2008 pay plan.
Hourly rate times 2080 equals annual rate.
An Officer's annual salary increase will be his or her hire date.
0 to 1 year service time = 1 year
1 yr 1 day to 2 yrs service time = 2 years
2 yrs 1 day to 3 yrs service time = 3 years
Entire salary chart follows this format.

SALARY SCHEDULE

July 1, 2010 - June 30, 2011

103.00%							
PATROLMAN	**1 YEAR**	**2 YEARS**	**3 YEARS**				
HOURLY	$21.68	$23.33	$24.79				
ANNUAL	45,094.40	48,526.40	51,563.20				
PATROLMAN 1ST CLASS		**4 YEARS**	**5 YEARS**	**6 YEARS**	**7-10 YEARS**	**11-15 YEARS**	**16-20 YEARS**
HOURLY		$25.88	$26.92	$28.11	$29.59	$31.00	$31.62
ANNUAL		53,830.40	55,993.60	58,468.80	61,547.20	64,480.00	65,769.60
CORPORAL					**9-10 YEARS**	**11-15 YEARS**	**16-20 YEARS**
HOURLY					$30.78	$32.24	$32.88
ANNUAL					64,022.40	67,059.20	68,390.40
MASTER CORPORAL		**6-7 YEARS**	**8 YEARS**	**9 YEARS**	**10 YEARS**	**11-15 YEARS**	**16-20 YEARS**
HOURLY		$31.25	$32.07	$32.91	$34.01	$35.42	$36.13
ANNUAL		65,000.00	66,705.60	68,452.80	70,740.80	73,673.60	75,150.40
SERGEANT			**8 YEARS**	**9 YEARS**	**10 YEARS**	**11-15 YEARS**	**16-20 YEARS**
HOURLY			$35.00	$36.06	$37.14	$38.23	$38.86
ANNUAL			72,800.00	75,004.80	77,251.20	79,518.40	80,828.80
LIEUTENANT						**11-15 YEARS**	**16-20 YEARS**
HOURLY						$41.72	$42.34
ANNUAL						86,777.60	88,067.20
CAPTAIN							**16-20 YEARS**
HOURLY							$47.00
ANNUAL							97,760.00

The above pay plan represents a 3% increase over the July 1, 2009 pay plan.

Hourly rate times 2080 equals annual rate.

An Officer's annual salary increase will be his or her hire date.

0 to 1 year service time = 1 year.

1 yr 1 day to 2 yrs service time = 2 years

2 yr 1 day to 3 yrs service time - 3 years

Entire salary chart follows this format.

AN AGREEMENT BETWEEN THE INTERNATIONAL BROTHERHOOD OF ELECTRIC WORKERS LOCAL 1238 AND THE CITY OF DOVER, DELAWARE

July 1, 2010 – June 30, 2013

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Agreement

This AGREEMENT, made and entered into this 24TH day of January, by and between the CITY OF DOVER, a municipal Corporation of the State of Delaware, hereinafter referred to as the "CITY" or as the "EMPLOYER," and the INTERNATIONAL BROTHERHOOD of ELECTRICAL WORKERS Local 1238, hereinafter referred to as the "UNION" or as the "EMPLOYEES."

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire Agreement covering rates of pay; wages, hours of employment and other conditions of employment; to promote the efficiency, safety and productivity of the employees in the Public Utilities Department; and to provide for prompt and fair settlement of the grievances without any interruption of or other interference with the operation of the CITY or Public Utilities Department.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties do mutually agree as follows:

1. Purpose of the Agreement:

Both parties mutually agree that their objective is for the good and welfare of the CITY and UNION members alike. Both parties further agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon.

The City shall provide a copy of this Agreement to all employees covered under its terms. Should the agreement be reproduced by making copies, the City shall bear the cost. Should the Agreement be professionally printed by a mutually acceptable printer, the City and the Union agree to equally share the cost of the copies of this Agreement.

2. Recognition:

Section 1. The CITY recognizes the INTERNATIONAL BROTHERHOOD of ELECTRICAL WORKERS Local 1238 as the exclusive bargaining representative of the unit certified by the State of Delaware Department of Labor, Division of Industrial Affairs, under Chapter 13, Title 19, Delaware Code under case 199. Included in such recognition are all full-time and part-time employees who work twenty (20) hours or more per week employed by the City of Dover Public Utilities Department included in the job classifications as set forth in Appendix A and Appendix B. Excluded from representation are all Confidential, Professional, Supervisory or Managerial employees; Temporary employees, and Part-time employees who are regularly scheduled to work less than twenty (20) hours per week, or who are not permanently employed.

Section 2. The job classifications of Appendix A and Appendix B are based upon the manner in which such jobs have been performed, and shall remain in effect until necessity of change shall arise. Should the City decide to make changes in these job classifications, the City will write up the changes, conduct a point factor analysis and assign the job to the proper pay grade.

The City will discuss with the Union such changes in advance of implementation. When changed, salary grade assignments may be grieved.

3. Management

The management of the City of Dover Public Utilities Department and the direction of all departmental personnel, including the right to hire, assign, set standards, suspend, transfer, promote, discharge, or discipline, for violation of the Rules and Regulations of the Department, duly promulgated, providing for such discipline, and to maintain the discipline and efficiency of its members: the right to determine the manner of operation, and to change the methods or processes, or to use new equipment; the right to establish schedules; to introduce new or improved methods of operation; and to extend, limit, or curtail its operations, is vested exclusively in the City Manager. The above statement of management functions shall not be deemed to exclude other functions not listed herein. In no case shall the exercise of the above

prerogatives of management be in derogation of the terms and conditions of this Agreement or of State Law.

For the purpose of the implementation of any provision of this Agreement wherein the authority is vested in the City Manager, the City Manager may designate any member of his Staff to act in his behalf.

4. Union Representatives

A written list of the Union Representatives shall be furnished to the employer immediately after their designation and the Union shall notify the employer of any changes in the list which occur from time to time.

5. Notice Between the Union and the City

Notices hereunder shall be deemed to have been adequately given if served by certified mail upon the persons named below at the address indicated unless otherwise notified in writing.

Notice to the Union shall be addressed to:
IBEW- Local 1238
P.O. Box 10166
Wilmington, DE. 19850-0166

Notice to the City shall be addressed to:
City Manager
City of Dover, P.O. Box 475
Dover, Delaware 19903-0475

6. Job Posting, Bid Procedure and Seniority

Section 1. When the City determines to fill vacancies in any of the represented positions, the City agrees to post such vacancies in accordance with the City Policy.

Employees who hold a position that is represented by the IBEW may bid on such vacancies and, where the skill and ability of the candidates is relatively equal in the opinion of the City, preference shall be granted to current members of the IBEW, by seniority, where the skill and ability of the final candidates is relatively equal.

Section 2. Before making promotions or filling vacancies, the Human Resources Director, or his/her designee shall forward copies of the postings to the Union Business Manager. In the event that there is no employee in the bargaining unit qualified to fill the vacancy, the City shall post a notice of the vacancy to all other City employees in accordance with the City Policy.

Section 3. An employee who is the successful bidder into another position shall be transferred no later than six (6) weeks after notification of their acceptance. Their wage progression shall commence on the first day of actual transfer.

Section 4. An employee who is promoted shall be given a reasonable trial period, not to exceed six (6) months in which it shall be determined whether or not they can meet, or in the opinion of the City, can be reasonably expected to meet the job requirements.

During this period, they shall receive adequate instruction and training on the job, and will be regularly appraised in an informal manner of their progress. Any employee failing to meet the job requirements within this period shall be reassigned to their original classification from which they were promoted and shall immediately resume their wage rate and seniority they would have been entitled to if they had never left.

Before any reassignment is made or if problems should occur, the division head shall discuss the matter with the employee and the Union Steward if the employee so desires. Any employee who may have been promoted, hired, or transferred as a result of the vacancy of the original job, may be demoted, terminated (if hired as a result of the original posting) or transferred back to their original classification and shall resume their wage rate and seniority they would have been entitled to if they had never left or been hired.

Section 5. While it is the intent of the City to maintain employees in their assigned classifications, the City may find it necessary to temporarily transfer employees to other positions to assure the orderly performance and continuity of municipal service.

Temporary transfers may be required for the following:

1. A position is vacant and is scheduled to be filled.
2. A position is temporarily vacant because of extended sick leave, workers compensation injury, or other extended leave.
3. Short term changes in the balance of the number of workers required in each classification in order to meet customer expectations and equipment needs.

An employee temporarily assigned to an equal or lower classification shall receive their normal rate of pay while so assigned.

An employee temporarily transferred to a higher classification will receive a temporary upgrade of at least 5% in pay after 30 continuous days or 45 days in any 90 day period. Should there be another occasion of an upgrade to the same classification in a 12 month period, the temporary upgrade in pay will take place after 10 days.

Section 6. During assignments to other classifications for the purpose of familiarization and training for the potential of future promotions, the employee's rate of pay shall remain unchanged.

7. Hours of Work

Section 1. The basic work week shall consist of five (5) days per week from Monday through Friday inclusive. Eight hours per day and forty hours per week shall constitute the normal work week. While it is the intent of the City to maintain a normal schedule of weekly employment, this statement shall not be considered a guarantee of any minimum hours of work, or as a limitation of the number of hours which the city may reasonably require an employee to work if the conditions necessitate additional hours of work.

Nothing contained herein shall be construed as preventing the restructuring of the normal work day or work week as deemed necessary to provide service. This may include flex hours for an individual or ten hour days, four days per week, with consecutive days off work. Except in emergency cases, should such changes be necessary, the City agrees to meet and discuss with the Union any changes in the work schedules of employees prior to implementation.

Section 2. A Shift employee is hereby jointly defined as an employee who works at a job which is operated on a rotating twenty-four (24) hour per day, seven day a week basis, including holidays.

A scheduled employee is defined as one who is assigned to work of a regular or recurring nature requiring in varying degrees work during the day or night which may include Saturdays, Sundays, and holidays.

All other employees not included under the definition of shift and scheduled employee as described above are assigned to work daytime hours on Monday through Friday, inclusive.

Section 3. A part-time employee is hereby defined as an employee who is scheduled to work twenty (20) hours or more per week, but less than the basic work week.

A temporary employee is defined as one who is employed with the understanding that their employment is for a limited period of time, not to exceed six (6) months. This period may be extended by mutual agreement between the City and the Union. If a temporary employee is hired as a probationary employee, their seniority shall date from the time that they begin probationary employment with the City. The use of part-time or temporary employees shall not cause a reduction in the basic work week for full time employees.

Section 4. In the event that it becomes necessary to fill scheduled positions in a classification, the City agrees to offer the scheduled positions to all qualified employees by seniority. If the City is unable to obtain the necessary number of employees voluntarily to fill scheduled positions, assignment of qualified employees shall be by inverse order of seniority.

The number of scheduled employees and the number of scheduled employees assigned to work on Sundays and holidays shall be kept to a minimum.

It is understood and agreed that employees who are not hired as shift employees as described herein, shall not be made shift employees unless mutually agreed to by the City and the Union. Should it be determined that there is no other reasonable alternative, the same provisions above filling scheduled positions shall apply.

Section 5. It is not the intent to require an employee to work more than 16 hours without an 8 hour rest period, provided relief is available.

Section 6. An employee in the T & D Division on standby assignment shall be provided an appropriate vehicle to take home during their standby assignment, within accepted current practices and areas.

8. Overtime

The City shall provide additional compensation to employees for hours worked in excess of the regularly scheduled working hours, if the employees are on the hourly or office payroll. Eligible employees shall be paid time and one-half (1 ½) their regular straight time rate for hours worked in excess of eight (8) hours in the same work day or forty (40) hours in the same work week. No pyramiding of overtime will be permitted (i.e. there shall not be payment of more than one premium rate for the same hours of overtime.)

For the purpose of computing overtime pay, time spent on holidays, earned sick leave, and earned vacation time shall be considered as hours worked by employees required to work scheduled overtime except that any sick leave time, to be counted toward overtime, must be excused.

Lost time due to general leave, personal business, unexcused absence and lateness shall not be considered as hours worked. Hours worked on a City recognized holiday shall be paid at time and one-half (1 ½) in addition to the holiday pay received.

All overtime must be authorized by the Department Manager prior to working overtime hours except in the case of an emergency at which time the overtime may be authorized by the employee's supervisor and the employee's time record must be initialed by the Department Manager prior to being submitted to the payroll department.

9. Holidays/Personal Days

A. Holidays

The following days shall be considered to be paid holidays;

New Years Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

When a holiday falls on a Saturday, a paid holiday is granted on Friday; when a holiday falls on a Sunday, a paid holiday is granted on Monday. All permanent employees shall receive a normal day's pay for each of the recognized holidays effective with their hire date even when they do not work on such holidays.

Employees who are required to work on a holiday shall receive holiday pay plus pay at one and one-half (1 ½) the regular rate for actual hours worked. An employee who is on an authorized vacation during a holiday period shall not be charged a vacation day for the holiday. In all other cases, to receive holiday pay an employee must have worked the regularly scheduled work day before and after the holiday, or have been on an excused absence. Holidays are counted as hours worked for payroll purposes

B. Personal Days

Full time employees who are on the payroll on January 1 of each year, shall be credited with six (6) personal days.

Newly hired probationary full time employees will receive personal days at the rate of one-half (1/2) day per month for the remainder of the calendar year of the first year of their employment. Personal time may be taken as earned or carried over into the next calendar year only during this first year of employment. The month in which the employee is hired shall count toward calculating the number of months remaining in the calendar year providing the employee was hired prior to the sixteenth (16^{th}) of the month.

Personal days shall be requested at least forty-eight (48) hours in advance, except in the case of an emergency, and are subject to the reasonable scheduling needs of the City.

Except as provided above for newly hired probationary full time employees, personal days cannot be carried over to the following year. In addition personal time cannot be used as terminal leave, nor sold back to the City as unused leave.

10. Vacation

Vacation shall be granted as follows:

6 months to 8 years* - 1 ¼ day per completed month (15 days per year)
8 years to 15 years - 1 ¾ days per completed month (21 days per year)
15 years to 20 years- 2 days per completed month (24 days per year)

20 years and over - 2 ¼ days per completed month (27days per year)

*Upon successful completion of six months of employment, an employee shall be credited with six days vacation time; after which vacation shall be accrued per the above schedule.

For the purposes of this section a completed month is any month an employee works or is on leave with pay at least half the work days.

An employee may not carry over more than one year's accumulated vacation time to the next calendar year.

Methods of requesting and computing vacation pay, accumulation and carry over of vacation days, severance pay, City recognized holidays during vacation, leaves of absences and termination shall be as currently in effect and described in the City master vacation plan. All vacations shall be scheduled with due consideration being given to the employee's personal desires, length of service, the efficient operation of the Public Utilities Department and the Supervisor's approval.

11. Sick Leave/ Attendance Bonus

A. Sick leave shall be the same as established by City Policy dated 7/1/04 except otherwise provided herein. Sick leave shall be accumulated at the rate of one (1) day per month January through November or eleven (11) days per completed year of service for full time permanent and probationary employees. Sick leave shall be granted to employees for the well-care of immediate family residing in the employee's principal place of residence. This use of sick leave may require verification by the City from the first hour used as deemed appropriate by the Department Head. In expanding the reasons for the use of sick time, the City has not changed its standards for attendance at work. Excessive absenteeism, tardiness, or the abuse of sick leave will continue to be just cause for progressive disciplinary action.

B. For the purpose of this section, sick leave shall be earned in any month when an employee shall have worked or shall have been on leave with pay for at least one-half (1 ½) the workdays.

C. An attendance bonus of one (1) vacation day will be granted to each employee who have two (2) or fewer occurrences of sick use per year. The "year" is January through December with

the vacation bonus being credited in January. An occurrence is any one continuous absence, one half hour for a doctor visit or weeks off due to surgery are one occurrence.

D. An attendance bonus of two (2) vacation days will be granted to employees who have zero (0) occurrences of sick use per year.

Effective January 1, 2011, C and D, as indicated below, will be implemented for the bonus to be awarded in 2012 and thereafter. The year will be January 1, 2011 through December 31, 2011.

C. An attendance bonus of one (1) vacation day will be granted to each employee who uses less than or equal to 8 hours of sick leave. The "year" is January through December with the vacation bonus being credited in January.

D. An attendance bonus of two (2) vacation days will be granted to employees who zero (0) hours of sick use per year.

12. Bereavement Leave

Bereavement leave shall be granted to all regular employees and probationary employees who are regularly scheduled to work 20 hours or more per week and who experience a death of a member of the employee's immediate family. Upon request, the employee maybe granted up to three (3) working days leave with pay. If the funeral is more than four hundred (400) miles from the City of Dover, the employee shall be granted up to five (5) working days, with pay, not charged to any leave balance, to arrange for and/or attend the funeral service or related matters. An employee may request additional time beyond the time provided. The City Manager or appropriate city official may grant such additional time to be charged against the employee's sick leave.

Immediate family is defined for the purpose of this section as spouse, mother, father, guardian, children, sister, brother, grandparents, grandchildren plus the various combinations of half, step, in-law and adopted relationships that can be derived from those named, in addition to significant other if not married or separated from spouse, and any relative living with the employee.

The City reserves the right to request verification of the relationship and funeral location.

Hours granted as bereavement time shall be counted as hours worked for purposes of computing overtime and shall not be charged as vacation leave if such occurs while the employee is on vacation.

13. Short Term Disability

Sickness: The employee is entitled to up to fifty-two (52) weeks of short-term disability coverage. There is an initial waiting period of 7 calendar days following the onset of an illness. During this 7 day period no benefits are paid. The 7 day waiting period counts towards the 52 weeks.

Off Duty Accident: There is no waiting period following an off duty accident. The employee is entitled to up to fifty-two (52) weeks of short-term disability payments.

14. Health Care Insurance Payments

A. The City participates in the State of Delaware Group Health Insurance Program and employees are entitled to select their desired level of coverage from the options available thereunder.

The City will pay 100% of the monthly premium for individual employee coverage. For employees who elect dependent coverage the City will contribute 75% of the dependent premium and the employee shall pay the remaining 25%.

B. Dental Plan: The City agrees to sponsor an optional, employee paid, group dental plan.

C. Eye Care Plan: The City will provide a $10 deductible eye care plan for employees. This will be an insured plan and is subject to the terms of the plan sponsor. This benefit is available to all IBEW full time employees. Employees who are assigned to positions which require safety glasses for work are to specify safety eye wear with side shields when purchasing glasses to be worn at work.

15. Retirement Health Care

The City shall provide retirement health coverage for those employees who retire directly from the City with unreduced pension payments subject to the following:

For the City employee/retiree the City will pay 100% of the individual retiree premium.

For retirees whose start date is prior to July 1, 1986, the City will pay 75% of the cost of insurance for dependents.

Those retirees whose start date is July 1, 1986 or after, the City shall not pay any amount of dependent insurance. However, upon retirement these employees may purchase dependent coverage under the City's plan at group rates at their own expense.

A person who enrolls in the 401 pension option will have the same retirement health care and terminal leave options as granted to employees in the regular retirement plan.

16. No Discrimination

The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, age, or status as disabled employee as described by the Americans with Disabilities Act, or as a Vietnam era Veteran. Furthermore, there shall be no discrimination, interference, restraint, or coercion by the City or any of its agents against any employee because of their membership in the Union or because of any lawful activities on behalf of the Union and such persons shall receive the full protection of this Agreement.

17. Duration of Agreement

This Agreement, subject to the approval of the IBEW International President, shall not be limited nor qualified unless by mutual written consent and shall become effective on July 1, 2010 unless approved later by City Council. The Council deliberations shall take place only after this Agreement has been finally approved by the Union. Further, this agreement shall continue in effect until the agreed upon expiration date, which is June 30, 2013, and from year to year thereafter unless either party notifies the other of its desire to amend or terminate the Agreement

not less than sixty (60) days and no more than one hundred eighty (180) days prior to the contract expiration date.

Changes in this Agreement may be made at any time by mutual written consent.

18. Contracting Out

If the City finds that it should be necessary to employ outside contractors for work of the type customarily performed by the employees of the City, no such work will be contracted out if it results in the loss of regular employment for the City employees who customarily do this work. The City agrees to inform the Union when it is soliciting such contracts by sealed bid.

19. Personnel Rules

The personnel rules listed below shall become part of this Agreement and shall remain unchanged for the life of this Agreement. Wherever the specifics of this contract and the personnel rules would appear to be in conflict, the contract language shall apply.

1. Pay rates in promotion, demotion, transfer, reclassification and upgrading
2. On call pay
3. Call back pay
4. Vacation sell back
5. Outside employment
6. Incompatible activities
7. Holidays
8. Effect of Work on Holidays or Unscheduled Workdays on Other Types of Leave
9. Holidays – When Work Required
10. Vacation Leave
11. Vacation Leave – Manner of Accumulation
12. Vacation Leave – Maximum Accumulation
13. Vacation leave – Final Pay and Repayment of Vacation Leave
14. Vacation Leave – Payment of Accumulated Vacation Leave upon Death
15. Sick Leave
16. Sick Leave – Manner of Accumulation
17. Sick Leave – Maximum Accumulation
18. Sick Leave – Physician's Certificate
19. Sick Leave – Retirement Credit for Accumulated Sick Leave

Terminal Leave will be modified herein: Employees who retire on or after 7/1/94, or otherwise separate employment with the City after obtaining the necessary age and service as required for retirement will qualify for terminal leave. Also, the number of

sick days which could be sold or observed as terminal leave for employees who retire (standard plan or 401) with 25 or more years of service will be up to 150 days. Those who retire with less than 25 years of service will stay at the current level of up to 130 days.

20. Sick Leave Termination
21. Limited Leave Without Pay - Policy
22. Extended Leave Without Pay –Policy
23. Extended Leave Without Pay – Retention and Continuation of Benefits
24. Worker's Compensation Leave
25. Terminal Leave
26. Military Leave
27. Civil Leave
28. Bereavement Leave
29. Limited Education Leave With Pay
30. Extended Education Leave With Pay
31. Rest Periods
32. Meal Periods
33. Insurance Benefits
34. Retirement Benefits
35. Worker's Compensation Benefits
36. Substance Abuse Policy
37. Longevity Pay (where appropriate)
38. Reinstatement
39. Disability (Article XVII Section 1(d) of the handbook)

If the City changes any of the remaining Personnel Rules, it shall provide adequate advance written notice to the Union.

20. Grievance Procedure:

Section 1. A grievance is hereby defined as a controversy, complaint, interpretation of, or dispute of the expressed terms or provisions of this agreement. Should any grievances arise between the City and the Union or its members, both parties shall endeavor to settle same in the simplest and most direct manner.

a. First Step- A grievance shall be filed with the City in writing stating the issue in dispute, section of the agreement violated, and the name of the grievant within fifteen (15) workings days from the date the aggrieved employee and/or the Union had become aware of or had knowledge of the alleged violation in dispute. A six (6) month time limit shall apply in the case of an alleged wage violation. The procedure shall be as follows unless any step, with exception of the Fifth Step, is waived or combined by mutual consent.

The Union steward and the aggrieved employee shall take up the grievance with the aggrieved employee's immediate supervisor. If the Union is dissatisfied with the immediate supervisor's decision, which shall be rendered in writing within five (5) days, then the grievance shall be submitted to the employee's division head for the Second Step within fifteen (15) working days of the immediate supervisor's decision.

b. Second Step- To be held between the Grievance Committee of the local Union, not to exceed three (3) members, one of which must be the grievant, and the Business Manager or his designee, and the employee's division head and the employee's immediate supervisor within ten (10) workings days of the City's notification of the First Step appeal from the Union. The division head will render a written decision within ten (10) working days of the Second Step meeting date to the grievant, Shop Steward, and the Business Manager. If the Union is dissatisfied with the decision, the issue shall be referred to the Public Utilities Director for the Third Step within fifteen (15) working days following the receipt of the division head's written decision.

c. Third Step- To be held between the Grievance Committee of the local Union, not to exceed three (3) members, one of which must be the grievant, and the Business Manager or his designee, the employee's immediate supervisor and/or division head, and the Public Utilities Director or his designee within ten (10) working days of the City's notification of the Second Step appeal from the Union. If a designee is utilized by the Public Utilities Director, he or she cannot have been a member of the City Committee at a prior step. The city will render a written decision within ten (10) working days of the Third Step meeting date to the grievant, Shop Steward, and the Business Manager.

If the Union is dissatisfied with the City's decision, the grievance shall be submitted to the City Manager for the Fourth Step within fifteen (15) working days following the Union's receipt of the City's written decision.

d. Fourth Step - To be held between the Grievance Committee of the local Union, not to exceed three (3) members, one of which may be the grievant if he/she so chooses, and the Business Manager, or his designee, and the City Committee, including the City Manager, and any additional persons deemed by the City Manager to be necessary to effectuate a resolution

of the grievances. An International Representative of the IBEW may also be present. The Fourth Step shall be held within twenty (20) workings days of the City being notified of the Third Step appeal by the Union. The City Manager shall render a written decision within ten (10) workings days of the Fourth Step meeting date, and communicate it to the Business Manager, Shop Steward, and Grievant.

e. Fifth Step – If the Union is dissatisfied with the City Manager's decision, it may submit the grievance to the Federal Mediation and Conciliation Service (F.M.C.S.) within ten (10) working days of the completion of Step Four. Any grievance submitted to the F.M.C.S. but shall not be legally binding on the parties to this Agreement.

   Each party shall be responsible for any costs of witnesses, attorneys, or other persons who may attend the proceeding.

f. Sixth Step – After the foregoing procedures have been carried out, it is understood that the aggrieved party/Union shall have the right to submit the controversy to a court of competent jurisdiction.

Section 2. All meetings referred to in Steps 2, 3, 4 and 5 shall be scheduled during normal business hours (7 A.M. to 5 P.M. Monday through Friday.) Grievances presented during normal working hours shall not exceed one (1) hour duration. Should a grievance need to be presented on an employee(s) shift outside of the normal working hours of the City, the employee(s) shall not lose pay. Forms used for the processing of grievances shall be provided by the Union and approved by the City.

Section 3. Should an employee be suspended or discharged, he shall be entitled to a hearing, starting with the Third Step as described above, and the case shall be processed promptly.

Section 4. The time periods set forth in Section 1 above are of the essence of this agreement and are essential to the proper handling and settlement of grievances. Therefore, these time limits can be extended only by a written agreement between the City and the Union. A grievance that is not timely filed in accordance with the time limits set forth in Steps 1 through 5, shall be considered void.

If the City fails to respond in accordance with the time limits set forth in Steps 1 through 5, the Union may appeal it to the next step.

21. Reduction in Force

In the event that it becomes necessary to layoff forces in any classification, seniority shall govern. The City shall notify the Union Business Manager of reasons, in writing, with at least two (2) weeks notice prior to laying off regular employees. Starting in the classifications in which the surplus exists, layoffs will begin with those employees having the least seniority. In the events that the city finds it necessary to reduce forces, the following shall apply:

a) The City has the sole right to determine if a vacancy exists in any other department or if additional personnel are needed or can be efficiently occupied, and the designation and classification of the job to which an employee can be transferred.

b) The Union agrees to waive the posting procedure and will oppose no reasonable transfer of an employee from the curtailed department to another department.

c) The transferred employee shall be given reasonable and sufficient instructions and training in which to qualify for a job.

d) During the qualifying period, the employee will be reviewed, counseled and instructed of their progress in the job.

e) Should the employee fail to meet the requirements of the job and disqualify, he shall be reassigned to the classification from which he was transferred for further personnel disposition.

f) The employee shall assume the rate of pay for the job to which transferred.

g) When additional employees are needed in a classification. The regular employees who have been laid off or transferred out of that classification within a one (1) year period, due to lack of work, shall be offered the jobs before they are filled by promotion or transfer of employees with less seniority, or by the hiring of new employees. A notification shall be sent to them by registered mail, to the latest mailing address supplied to the City, and copies of the notification shall be forwarded to the Union Business Manager. The City shall be notified within five (5) working days after receipt of the notice by the former employee of their desire to accept the offer of the job and the former employee will start work not later than three (3) weeks after the receipt of the notice.

Should the employee fail to respond or report, they will be dropped from the City employment rolls.

22. Seniority

Seniority is defined as the length of continuous service with the City beginning with the date of last continuous employment with the City, and shall not be interrupted by layoffs of one (1) year or less, authorized leaves of absence, or absences due to military service, sickness or accident. When employees have equal seniority, the employee with the lowest employee identification number shall be senior.

All new employees, except those returning under the first paragraph of this section, shall be considered probationary employees and must complete a probationary period of six (6) months.

Upon completion of said period, such employees shall enjoy seniority status from the date of last hiring. Such an employee shall have no seniority rights during this probationary period. And may be disciplined or terminated during this period at sole discretion of the City and not subject to the grievance procedure. The rate of pay during such probationary employment shall not be less than the minimum rate of pay for the employee's classification in the wage schedule.

23. Work Days and Work Week

Work days and work weeks shall be the same as established by City Policy and documented in the Employees Handbook currently in effect.

24. Rest Periods (Break)

Section 1. The City authorizes two fifteen minute breaks per normal work day in addition to lunch hour or lunch one half-hour, depending upon the area worked in. These fifteen minute breaks should not be abused and must be taken at a time that will not disrupt the operation of the job function. The supervisor shall have the authority to assign a break time if necessary, as well as lunch period.

Section 2. Employees who have worked overtime shall not be given time off without pay on regularly scheduled workdays to equalize overtime.

An employee who has worked more than sixteen (16) hours without rest shall be entitled to an eight (8) hour rest period before he/she returns to work. If the rest period extends into his/her scheduled basic five (5) day workweek, he/she shall lose no time thereby.

When an employee is called out and works three (3) or more hours of the eight (8) hour period immediately preceding his/her regularly scheduled starting time, he/she shall be allowed a rest period at the beginning of his/her regularly scheduled workday equal to the hours worked in the eight (8) hour period. The employee will suffer no loss of pay for the above rest period. Should the time worked continue straight through to the starting time of his/her scheduled day, the rest period shall be scheduled for the end of the day.

25. Strike Clause

It is agreed that during the term of this Agreement neither the Union, its officers, or its members shall instigate, call, sanction, condone or participate in any strike, slow-down, picket, stoppage of work, boycott, willful interference with production, transportation or distribution against the City. The foregoing shall not be applied in such manner as to infringe on employees' rights of free speech and assembly.

Any employees participating in the foregoing practice will be subject to discipline, the discipline may include discharge. The previous sentence is recited in this Agreement at the City's request and it is not intended by the Union to abandon any rights to assert a grievance in any particular case in which the City were to invoke such disciplinary action.

26. Union Dues

Section 1. Employees with seniority dates prior to December 14, 1992 may choose to pay or not pay dues. Employees with seniority dates on or after December 14, 1992 shall, as a condition of employment, and after the thirty-first (31st) day of employment, be required to become a member of the Union or pay fair share fee as detailed here or in Section 2. The City shall deduct the amount as designated by the Union upon receipt of a signed authorization card or fair share agreement. The City shall forward the amount deducted monthly to the Financial Secretary of the

Union no later than the seventh (7^{th}) day of each calendar month following the month of the deduction.

Section 2. Fair Share Employees hired on or after December 14, 1992 who are not members of the Union shall, commencing thirty-one (31) days after their employment, pay a fair share fee to the Union collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by this Agreement, provided said fair share fee shall not exceed the dues attributable to being a member of the Union.

Such fair share fees shall be deducted by the City from the earnings of non-members and remitted to the Union with the same frequency and in the same fashion as dues payments.

The Union shall periodically submit to the City a list of the employees covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee.

The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit. The fair share fee should be uniform for each employee subject to the obligation to pay a fair share fee. The Union may change the fixed uniform dollar amount that will be considered the regular monthly fair share fee once each calendar year during the life of this Agreement. The Union will give the City thirty (30) days' notice of any such change in the amount of the fair share fee.

The Union agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v. Hudson, 106 S. Ct. 1066 (1986), with respect to the constitutional rights of fair share fee payors. Accordingly, the Union agrees to do the following:

1. Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee, including the major categories of the expenses, as well as verification of the same by an independent auditor.
2. Advise fair share payors of an expeditious and impartial decision-making process whereby fair share payors can object to the amount of fair share fee.

3. Place the amount reasonably in dispute into an escrow account pending resolution of any objection raised by fair share fee payors to the amount of the fair share fee.
4. The above procedures shall be in accordance with the IBEW "Agency Fee Payor Objection Plan" as approved by the U.S. Department of Labor, in compliance with the U.S. Supreme Court requirements of the most recent Beck decision.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or responsibilities of the Union with respect to fair share fee payors as set forth above shall not be subject to the grievance procedures set forth in this Agreement

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations and the payment shall be made to said organization.

Section 3. Union Indemnification The Union shall indemnify, defend and hold harmless the City and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary and otherwise) and for all reasonable legal costs that shall arise out of or by reason of actions taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee and such amount (not to exceed two months' dues.)

27. Discipline

The City agrees with the tenets of progressive and corrective discipline, including "just cause" where appropriate. An employee may be disciplined by oral warning, warning slip, suspended, demoted or dismissed based on serious or frequency of an infraction of "failure in performance of duties" or "failure in personal conduct" as each is currently defined in the employee handbook.

An employee who is disciplined under "failure in performance of duties" who corrects the behavior leading to the discipline and there is no subsequent discipline for a period of 48 months

the previous discipline shall become null and void and the disciplinary procedure shall start over again in the event of a further infraction. Discipline for "failure in personal conduct" remains active.

The Union Steward shall be notified of the reason for disciplinary action, demotion or discharge of employees. Any objection shall be handled through the grievance procedure as described herein.

28. Salaries

Effective January 25, 2011 the base salary for the job classifications covered by this agreement, shall be increased 3% as set forth in Appendix A. All members will receive a one-time payment of $500. Members in a position which requires progression due to time in service in position will be retro-active to July 1, 2010.

Effective July 1, 2011 the base salary for the job classifications covered by this agreement, shall be increased 2% as set forth in Appendix B.

Effective July 1, 2012 contract negotiations shall occur for wage and health insurance only.

29. Shift Differential Pay

Shift differential pay shall be granted to all personnel who work a permanently assigned full rotating shift.

Shift differential shall also be granted to any full time regular employee assigned to work the evening or night shift for an extended period exceeding a two week period. Periodic and/or occasional evening or night shift assignment or off shift work by regular or part time employees does not qualify for shift differential pay.

Shift differential pay shall be paid at $1.10/hr for all hours worked after the normal day shift.

If the City decides to institute a Sunday or full rotating shift during the terms of this Agreement, the parties shall meet to establish shift differential for said shifts. If no mutual agreement is reached, the Union may grieve the issue.

30. Vacation Sell Back

Vacation sell back shall be the same as established by City Policy and documented in the Employee Handbook.

31. Cost of Living Increment

Effective December 31, 1982, the policy covering cost of living raises as described on page 11 of the Employee Handbook dated July 11, 1976 and amended July 1, 1980 shall no longer apply to the Association of Electric Department Employees Bargaining Unit Members.

As a result of the above policy change, employees hired prior to July 1, 1980 continue to receive a single ten (10) cent cost of living adjustment which was added to their hourly wage on January 1, 1982. Effective June 30, 1986, this one time ten cent (.10) cost of living supplement shall be eliminated from the wages of these employees.

32. Safety

A. In order to have a safe place to work, the City shall not require an employee to work in situations which would subject the employees or others to imminent risk of serious bodily harm. All such employees shall comply with all safety rules and regulations established by the City.

B. If an employee has justifiable reason to believe that his safety and health are in danger due to an alleged unsafe condition, equipment or unsafe work habits of others, he shall inform his supervisor before proceeding with the job. The supervisor shall be responsible to determine what action or equipment, if any, is necessary to make the job safe or the job shall be shut down. If unsure about the safety criteria the supervisor may involve others in the job analysis before rendering the decision.

33. Safety Shoes

A. The City shall provide an annual cash allowance of $150.00 for replacement safety shoes by employees in classifications which require the wearing of safety shoes. In the classifications which require safety shoes, the wearing of proper safety equipment is a condition of

employment. Persons who report to work without proper footwear will be sent home without pay.

B. Such allowance will be paid in the month of March of each year to all active employees who were in the effected classification as of December 30th of the prior year, and who remain active and in an affected classification at the time of payment.

C. Safety shoes may be purchased by an eligible employee through the supplier of his/her choosing. In the event of an on the job accident that results in the destruction of an employee's safety shoes, the City shall provide a replacement pair at its sole cost and expense. The replacement boots will be of a similar brand and value, and the employee will not be sent home without pay while replacement boots are being secured.

34. Weather Emergency

When the City Manager declares a weather emergency for Dover and closes the City administrative offices, then those IBEW employees required to report to work or to continue working under the City's inclement weather policy will be compensated with time off on an hour-for-hour basis for each hour they actually work while City offices are closed two or more hours during the normal work week (Monday-Friday.) Furthermore, the City shall not pay overtime to obtain the necessary staffing level to cover any position under this weather emergency policy.

35. Matters Not Expressly Covered

This Agreement shall govern all matters concerning which it makes provision. All other matters shall be as provided for in the Employee Handbook.

36. Severability

In the event that any provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and all other provisions of this Agreement as are valid shall be fully enforceable.

37. Funding

No collective bargaining agreement shall be valid or enforceable if its implementation would be inconsistent with any statutory limitation on the public employer's funds, spending, or budget or would substantially impair or limit the performance of any statutory duty by the public employer or would otherwise be contrary to law. A collective bargaining agreement may provide for benefits conditional upon specified funds to be obtained by the public employer, but the agreement shall provide either for automatic reduction of such conditional benefits or for additional bargaining if the funds are not obtained or if lesser amount is obtained.

38. Successor Clause

The City of Dover shall stipulate as a condition of any sale of City facilities covered by this Agreement to DP&L that DP&L shall recognize and accept this Agreement and Local Union 1238- IBEW as the exclusive bargaining representative for the covered employees. Any sale of the City of Dover Electric Department to DP&L shall stipulate that the employees shall keep their accrued benefits as part of the terms of the sale. The sale of City facilities to any other organization shall be subject to all Delaware Labor Law, especially Title 19 Chapter 706.

39. Zipper Clause

This written agreement is the complete agreement of the parties, neither party may require the other to open this agreement for renegotiation. Consistent with Article 17 however, changes may be made by mutual written consent.

In WITNESS WHEREOF, the parties hereto by their duly authorized representatives have hereunto set their hands and seals the day and year aforesaid.

City of Dover

By: _____
Kim Hawkins, Human Resources Director

By: _____
Anthony DePrima, City Manager

By: _____
Steve Enss, Eng. Services and Systems Operations Supervisor

By: _____
Richard Gardner, Linecrew Superintendent

By: _____
Ron Lunt, Public Utilities Manager

By: _____
Donna Mitchell, Controller/Treasurer

Date: _____

International Brotherhood of Electrical Worker- Local 1238

By: _____
Paul M. Simon, Business Manager of Local 1238

By: _____
John Boulden, Assistant Business Manager of Local 1238

By: _____
Matthew Clendaniel

By: _____
Dave Morgan Jr.

By: _____
Aren Wright

Appendix A

103.00%

IBEW Wage and Progression Scale
January 25, 2011 - June 30, 2011

Wage and Progression Scale for 7/1/09 - 6/30/10 Remained in Effective Until 1/24/11

Electrician	Grade		Step A	Step B	Step C	Step D
Electrician I	18	12 mo	$21.59	$22.24	$23.01	$23.94
Electrician II	20	until licensed	$23.57	$24.27	$25.12	$26.13
Licensed Electrician	21	thereafter	$24.66	$25.41	$26.29	$27.34
Utility Locator						
Utility Locator I	13	24 mo	$17.37	$17.89	$18.52	$19.26
Utility Locator II	14	24 mo	$18.17	$18.71	$19.37	$20.14
Utility Locator III	15	thereafter	$18.95	$19.52	$20.20	$21.01
Electric Meter Technician						
Electric Meter Technician I	16	thereafter	$19.76	$20.35	$21.06	$21.90
Electric Meter Technician II	19	thereafter	$22.54	$23.21	$24.02	$24.99
Electric Meter Technician Crew Leader	20		$23.57	$24.27	$25.12	$26.13
Relay Technician						
Substation Technician I	18	12 mo	$21.59	$22.24	$23.01	$23.94
Substation Technician II	19	thereafter	$22.54	$23.21	$24.02	$24.99
Substation Technician Crew Leader	20		$23.57	$24.27	$25.12	$26.13
Engineering Fieldman						
Engineering Fieldman I	21	12 mo	$24.66	$25.41	$26.29	$27.34
Engineering Fieldman II	22	thereafter	$25.87	$26.65	$27.58	$28.69
Engineering Fieldman Crew Leader	23		$27.13	$27.94	$28.92	$30.08
System Operator						
System Operator I	22	12 mo	$25.87	$26.65	$27.58	$28.69
System Operator II	23	thereafter	$27.13	$27.94	$28.92	$30.08
System Operator Crew Leader	24		$28.39	$29.24	$30.26	$31.47
T&D Engineering Coordinator						
T&D Engineering Coordinator I	14	24 mo	$18.17	$18.71	$19.37	$20.14
T&D Engineering Coordinator II	15	24 mo	$18.95	$19.52	$20.20	$21.01
T&D Engineering Coordinator III	16	thereafter	$19.76	$20.35	$21.06	$21.90
Electric Draftsman						
Electric Draftsman I	17	24 mo	$20.64	$21.26	$22.00	$22.88
Electric Draftsman II	18	until qualified	$21.59	$22.24	$23.01	$23.94
Electric Draftsman III	19	thereafter	$22.54	$23.21	$24.02	$24.99
SCADA Technician						
SCADA Technician I	20	24 mo	$23.57	$24.27	$25.12	$26.13
SCADA Technician II	21	until qualified	$24.66	$25.41	$26.29	$27.34
SCADA Technician III	22	thereafter	$25.87	$26.65	$27.58	$28.69
Lineman						
Groundsworker I	10	12 mo	$15.31	$15.76	$16.32	$16.97
Groundsworker II	14	thereafter	$18.17	$18.71	$19.37	$20.14
Lineman 3rd Class I	17	12 mo	$20.64	$21.26	$22.00	$22.88
Lineman 3rd Class II	18	thereafter	$21.59	$22.24	$23.01	$23.94
Lineman 2nd Class I	20	12 mo	$23.57	$24.27	$25.12	$26.13
Lineman 2nd Class II	21	thereafter	$24.66	$25.41	$26.29	$27.34
Lineman 1st Class I	23	12 mo	$27.13	$27.94	$28.92	$30.08
Lineman 1st Class II	24	thereafter	$28.39	$29.24	$30.26	$31.47
Lineworker Crew Leader	25	thereafter	$30.37	$31.28	$32.38	$33.68

Appendix B

102.00%

IBEW Wage and Progression Scale
July 1, 2011 - June 30, 2012

Electrician	Grade		Step A	Step B	Step C	Step D
Electrician I	18	12 mo	$22.02	$22.68	$23.48	$24.41
Electrician II	20	until licensed	$24.04	$24.76	$25.63	$26.65
Licensed Electrician	21	thereafter	$25.15	$25.92	$26.81	$27.89
Utility Locator						
Utility Locator I	13	24 mo	$17.72	$18.25	$18.89	$19.65
Utility Locator II	14	24 mo	$18.53	$19.09	$19.76	$20.55
Utility Locator III	15	thereafter	$19.33	$19.91	$20.61	$21.43
Electric Meter Technician						
Electric Meter Technician I	16	therafter	$20.15	$20.76	$21.48	$22.34
Electric Meter Technician II	19	therafter	$22.99	$23.68	$24.51	$25.49
Electric Meter Technician Crew Leader	20		$24.04	$24.76	$25.63	$26.65
Relay Technician						
Substation Technician I	18	12 mo	$22.02	$22.68	$23.48	$24.41
Substation Technician II	19	thereafter	$22.99	$23.68	$24.51	$25.49
Substation Technician Crew Leader	20		$24.04	$24.76	$25.63	$26.65
Engineering Fieldman						
Engineering Fieldman I	21	12 mo	$25.15	$25.92	$26.81	$27.89
Engineering Fieldman II	22	thereafter	$26.39	$27.18	$28.13	$29.26
Engineering Fieldman Crew Leader	23		$27.67	$28.50	$29.50	$30.68
System Operator						
System Operator I	22	12 mo	$26.39	$27.18	$28.13	$29.26
System Operator II	23	thereafter	$27.67	$28.50	$29.50	$30.68
System Operator Crew Leader	24		$28.95	$29.82	$30.87	$32.10
T&D Engineering Coordinator						
T&D Engineering Coordinator I	14	24 mo	$18.53	$19.09	$19.76	$20.55
T&D Engineering Coordinator II	15	24 mo	$19.33	$19.91	$20.61	$21.43
T&D Engineering Coordinator III	16	thereafter	$20.15	$20.76	$21.48	$22.34
Electric Draftsman						
Electric Draftsman I	17	24 mo	$21.05	$21.69	$22.44	$23.34
Electric Draftsman II	18	until qualified	$22.02	$22.68	$23.48	$24.41
Electric Draftsman III	19	thereafter	$22.99	$23.68	$24.51	$25.49
SCADA Technician						
SCADA Technician I	20	24 mo	$24.04	$24.76	$25.63	$26.65
SCADA Technician II	21	until qualified	$25.15	$25.92	$26.81	$27.89
SCADA Technician III	22	thereafter	$26.39	$27.18	$28.13	$29.26
Lineman						
Groundsworker I	10	12 mo	$15.61	$16.08	$16.64	$17.31
Groundsworker II	14	thereafter	$18.53	$19.09	$19.76	$20.55
Lineman 3rd Class I	17	12 mo	$21.05	$21.69	$22.44	$23.34
Lineman 3rd Class II	18	thereafter	$22.02	$22.68	$23.48	$24.41
Lineman 2nd Class I	20	12 mo	$24.04	$24.76	$25.63	$26.65
Lineman 2nd Class II	21	thereafter	$25.15	$25.92	$26.81	$27.89
Lineman 1st Class I	23	12 mo	$27.67	$28.50	$29.50	$30.68
Lineman 1st Class II	24	thereafter	$28.95	$29.82	$30.87	$32.10
Lineworker Crew Leader	25	thereafter	$30.98	$31.91	$33.03	$34.35

AGREEMENT

BETWEEN

THE IUE-CWA-CWA-AFL-CIO AND ITS AFFILIATE LOCAL 88315 –

DOVER ORGANIZATION OF EMPLOYEES

AND

THE CITY OF DOVER, DELAWARE

JULY 1, 2010 - JUNE 30, 2012

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AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of October, 2010, by and between THE CITY OF DOVER, a municipal corporation of the State of Delaware, hereinafter referred to as the "City" or as the "Employer," and THE INTERNATIONAL UNION OF ELECTRONIC, ELECTRICAL, SALARIED, MACHINE AND FURNITURE WORKERS/COMMUNICATIONS WORKERS OF AMERICA (IUE-CWA-AFL-CIO-CLC) and its affiliate, Local 88315/Dover Organization of Employees, hereinafter referred to as the "Union" or IUE-CWA or DOE. The term of this Agreement shall be from July 1st, 2010 to June 30, 2012.

1. PURPOSE OF THE AGREEMENT

The purpose of this agreement is to achieve better understanding between the employer and the employees; and to provide for the equitable adjustment and successful resolution of differences which may occur between Employer and Employees.

2. RECOGNITION

The City recognizes the IUE-CWA and its affiliate Local 88315 Dover Organization of Employees (DOE) as the exclusive bargaining representative of the unit certified by the state of Delaware Department of Labor, Division of Industrial Affairs, under Chapter 13, Title 19, Delaware code under case number 194 including any subsequent amendments and job title changes. Included in such recognition are all full-time and part time employees who work twenty (20) hours or more per week included in the job classifications as set forth in appendix "A". Excluded from representation are all Confidential, Professional, Supervisory or Managerial employees; Temporary employees, guards, part time employees who work less than 20 hours per week (except those who work in the Library Clerk I and Library Page classifications), or who are not permanently employed.

The City is to provide the IUE-CWA/DOE President a monthly report with the names and job title of all employees who have been placed in, or separated from, the classifications represented by IUE-CWA/DOE.

3. ORGANIZATION REPRESENTATIVES

A written list of the Union Representatives shall be furnished to the employer immediately after their designation and the Union shall notify the employer of any changes in the list which occur from time to time.

Time spent by Union Representatives in handling grievances or attending meetings with City Representatives shall be without loss of pay provided Union Representative notifies his/her Department Head and provided that such time does not exceed two (2) hours per week. Time spent by Union President and/or Vice President in handling grievances or attending meetings shall not be subject to the two hour limit provided the Department Head is notified and such time is reasonable. Coordination with the

President's and/or Vice President's supervisor is required. Union Representatives will fill out a leave slip marking other category, write in union business and submit to Department Head and Human Resources so that actual time spent on union business can be tracked.

The City agrees to grant an unpaid leave of absence to no more than three (3) employees at any given time to attend the regular convention or council meetings of the IUE-CWA. The Union agrees to notify Human Resources Department and Department Head in writing at least fourteen (14) calendar days prior to the commencement of such leave. This leave shall not exceed fifteen (15) total working days for the entire bargaining unit during any three (3) consecutive contract year period.

Union Bulletin Boards will be added to the following work areas for accessibility for Union Members and maintained by the Chief Steward. These bulletin boards will be secured boards with sliding glass doors and be able to be locked. Keys for these bulletin boards will be held by both the Union and the Human Resources Department and all postings must be approved by Human Resources prior to posting.

The cost of these boards will be shared 50%-50% by the City and the Union.

Areas for Union bulletin boards will be as follows:

1. City Hall
2. Reed Street
3. Police Department
4. Warehouse Breakroom
5. Library
6. Water Treatment
7. Facility Maintenance
8. Grounds
9. Construction
10. Firehouse Station #1

Representation from the Union will be included on a Safety Committee, for IUE-CWA represented employees when a program is implemented by the City.

Changes in working conditions must be negotiated with a Union Representative before implementation.

4. MANAGEMENT

The management of the City of Dover and the direction of all department personnel, including the right to hire, assign, set standards, suspend, transfer, promote, discharge, or discipline for violation of the rules and regulations of the department, duly promulgated, providing for such discipline, and to maintain the discipline and efficiency of its members; the right to relieve members from assignments for legitimate reasons; the right to determine the manner of operation, and to change the methods or processes, or to use new equipment; the right to establish schedules; to introduce new or improved methods of operation; and to extend, limit, or curtail its operation, is vested exclusively in the City Manager. The above statement of management functions shall not be deemed to exclude other functions not listed herein. In no case shall the exercise of the above prerogatives of

management be in derogation of the terms and conditions of this agreement or of State Law.

For the purpose of the implementation of any provision of this agreement wherein the authority is vested in the City Manager, the City Manager may designate any member of his staff to act in his behalf.

It is understood that the scheduling of Dover Police Department employees is set by the Chief of Police and that nothing in this agreement negates that authority. The Chief of Police retains "the right to establish schedules" and is not obligated to permanently maintain the Police Communication Operators schedule or any other schedule.

5. NO DISCRIMINATION

The parties to this Agreement agree that they shall not discriminate against any person because of race, marital status, genetic information, color, sex, sexual orientation, age, religion or national origin in accordance with Title 19, Labor, Chapter 7, Employment Practices of the State of Delaware Code: and such persons shall receive the full protection of this Agreement.

6. WORK DAYS AND WORK WEEK

The basic work schedule for the City shall be five (5) days per week from Monday to Friday inclusive. Eight (8) hours of work shall constitute a normal work day and forty (40) hours of work shall constitute a normal work week. For payroll purposes, the work week begins on Sunday at 12:01 a.m. and ends on Saturday at 12 midnight.

The workday for Police Communications Operators assigned to 12 hour shifts shall be considered the day the shift begins. Each dispatcher will be scheduled off for a single 4-hour block during the pay period, either at the beginning or end of the assigned shift, unless requested otherwise by the dispatcher for hardship and with management's approval. If this 4-hour block cannot be accomplished reasonably within the pay period the resulting 4 hours will not be paid in overtime but will instead be compensated with an additional 4 hours off with straight pay in the following pay period. For purposes of determining Holiday worked as it relates to the pay versus vacation option, a dispatcher will be considered to have worked the holiday only if their regular shift begins on the calendar day of the City recognized holiday. Any regular shift hours worked on a holiday will be paid at straight time. The 8-hour city holiday benefit pay shall count towards total hours worked for the pay period. A day for pay purposes is 8 hours regardless of the dispatcher working an 8-hour or 12-hour day.

The purpose of this addendum is to adjust those contractual issues necessary for the implementation of a twelve (12) hour shift for police department communications operators. It is understood that the schedule of this agency is set by the Chief of Police and that this addendum does not negate that authority. The Chief of Police retains "the

right to establish schedules" and is not obligated to permanently maintain this or any other schedule.

A shift employee is defined as an employee who works at a job which is operated on a rotating twenty-four (24) hour per day, seven (7) day a week basis. Shift employees work eight (8) hour shifts except in fire dispatch and Communication Operators .

All City employees are expected to be at their assigned place and ready for work at the start of the work day. Lateness, for justifiable reasons, will be excused, but habitual tardiness will not. Prior arrangements for planned absences must be made with the employee's supervisor.

The City Manager is empowered to adjust work schedules as he/she deems necessary in the best interest of the City. If substantial changes are made, management agrees to consult with IUE-CWA/DOE.

The City will maintain a bi-weekly pay period with Friday as payday. If payday falls on a holiday, payday will be Thursday.

7. REST PERIODS (BREAK)

The City authorizes two (2) fifteen (15) minute breaks per normal work day in addition to lunch hour or lunch one-half hour, depending upon the area worked in. These fifteen (15) minute breaks should not be abused and must be taken at a time that will not disrupt the operation of the job function. The supervisor shall have the authority to assign a break time if necessary, as well as a lunch period.

8. SEVERE WEATHER EMERGENCY

In the event of a severe weather emergency, and the City Manager puts liberal leave into effect, employees not on the Essential Personnel List will have the option of using vacation, comp time or leave without pay to cover the normal working hours missed as a result of the weather emergency. If an employee chooses comp time, and does not have comp time accrued, that employee will be advanced comp time with the understanding that those hours missed due to the weather emergency will be made up within 2 weeks of the weather emergency. Comp time that is advanced and to be made up will be at the straight time hourly rate and not subject to Article 10 – Overtime.

If a decision is made to close City Hall Offices during the normal work week, Monday through Friday, and the City elects to pay employees for the normal work day or part thereof, all IUE-CWA bargaining unit members understand they may be required to work and will be compensated at the rate of one and one-half (1 1/2 x) times their regular rate of pay for hours worked. This pay will be in addition to their normal rate during the normal work day for total compensation paid at double time and one-half (2 1/2 x). All IUE-CWA bargaining unit members who are part of an emergency plan will provide a current telephone number where they may be contacted during the emergency. Work performed

outside of normal working hours will continue to be compensated at the normal overtime rate of one and one-half time (1 1/2 x).

9. MEALS DURING SEVERE WEATHER EMERGENCIES

In the event of a severe weather emergency, the City will provide IUE-CWA employees listed on the weather emergency plan who work and work a minimum of at least 10 continuous hours with either (1) a meal at a local establishment of the City's choice or (2) a $10 non-taxable meal allowance which will be paid by separate check at the next pay cycle. The City of Dover will have the sole decision on which option is chosen.

10. OVERTIME

Employees shall be paid time and one half (1 &1/2) their regular hourly rate for all hours worked in excess of eight (8) hours per day and/or forty (40) per week; except that employees scheduled to work flex shifts or regular ten hour shifts shall receive overtime pay for hours worked in excess of their normal daily shift and/or for all hours worked in excess of forty (40) per week.

Overtime compensation for Police department Communication Operators working the 12-hour schedule shall be paid time and one-half (1-1/2) the regular straight time rate for hours worked in excess of the scheduled 12-hour shift as well as eighty (80) hours for the pay period (two weeks).

No pyramiding of overtime will be permitted, i.e. there shall not be payment of more than one premium rate for the same hours of over time.

For the purpose of computing overtime pay, time spent on holidays, earned sick leave and earned vacation time shall be considered as hours worked by employees required to work scheduled overtime except that any sick leave time to be counted toward overtime must be excused.

Lost time due to general leave, personal business, unexcused absence and lateness shall not be considered as hours worked.

Hours worked on a city recognized holiday shall be paid at time and one half in addition to holiday pay received. All overtime must be authorized by the department manager prior to working overtime hours except in the case of an emergency at which time the overtime may be authorized by the employee's supervisor.

A minimum of three hours overtime pay will be paid to Police Communications Operators and Fire Dispatchers, and Police Code Enforcement Personnel who are subpoenaed for court appearances during non-working hours, except as follows:

Police communications operators assigned to 12-hour shifts will be paid a two (2) hour minimum for court appearances scheduled prior to 11:00 AM that occur on off duty

time during the calendar day that the dispatcher is scheduled to report for night shift. Any time worked 11:00 AM or after is subject to rescheduling at management's discretion. Subpoenas for a time of 11:00 AM or later are not subject to the two (2) hour minimum.

This article is intended to define the normal overtime policy in effect at the time of the execution of this agreement. Consistent with Section 6, Work Days and Work Week, nothing contained herein shall be construed as preventing the City from restructuring the normal work day or work week as deemed necessary to provide service. This may include flex hours for an individual or ten hour days. In such cases the standard shall be time and one half for all hours in excess of 40 hours in a week. Except in Emergency cases, should such changes be necessary the city will provide at least 24 hour advance notice to affected employees.

11. HOLIDAYS

The following days shall be considered to be paid holidays;

New Years Day
Martin Luther Kings Birthday
Presidents Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

When a holiday falls on a Saturday a paid holiday will be granted on Friday. When a holiday falls on a Sunday, a paid holiday will be granted on Monday.

All permanent employees shall receive a normal days pay for each of the recognized holidays even when they do not work on such holiday. Employees who are required to work on a holiday shall receive holiday pay plus pay at one and one half the regular rate for actual hours worked.

An employee who is on an authorized vacation during a holiday period shall not be charged a vacation day for the holiday. In all other cases, to receive holiday pay an employee must have worked the regular scheduled work day before and after the holiday, or have been on an excused absence.

Holidays are considered as hours worked for payroll purposes.

12. VACATIONS

Vacations shall be earned as follows:

Employees with less than six (6) months of service will accrue one (1) day per month vacation credited upon successful completion of six (6) months of employment after which vacation shall be accrued as follows:

Each full-time permanent employee with more than six (6) months of service and fewer than eight (8) complete years of service shall earn vacation leave at the rate of one and one quarter (1 ¼) day per completed month of service.

Each full-time permanent employee with eight (8) completed years of service but less than fifteen (15) complete years of service shall earn vacation leave at the rate of one and three quarter (1 ¾) days per completed month of service.

Each full-time permanent employee with fifteen (15) complete years of service but less than twenty (20) complete years of service shall earn vacation leave at the rate of two (2) days per month of service.

Each full-time permanent employee with twenty (20) or more complete years of service shall earn vacation leave at the rate of two and one quarter (2 ¼) days per month of service.

Part-time permanent employees working twenty (20) hours or more per week shall accumulate vacation leave at one-half (1/2) the rate of full-time employees. Part-time permanent employees working less than twenty (20) hours per week shall not be eligible for vacation leave. For the purposes of this section, a completed month is any month in which an employee works or is on leave with pay at least one-half (1/2) the work days.

13. **VACATION SELL BACK**

A permanent employee may, during the month of December, sell back to the City unused vacation leave earned by the employee since the prior December in accordance with the following schedules:

Permanent Full Time

# of vacation days earned per year	# of days eligible to sell
12	5
18	5
21	10
24	10

Eligible Permanent Part Time

6	2.5
9	2.5
10.5	5
12	5

The payment in lieu of vacation shall be made only in December of each year and shall be deducted from the current calendar year's unused vacation leave. The employee will be paid based on his or her base salary plus cost of living increases and longevity increases at the date of the issuance of the pay back check.

This pay shall be optional. The employee must request in writing to the employee's department head, prior to the submission of his/her department's annual preliminary operating budget to the City Manager to reserve the option of pay in lieu of vacation in the budget. The normal City of Dover application for leave form (#COD004) must be completed at least two weeks in advance of receiving pay on the first pay period in December.

Pay in lieu of vacation shall not be considered pay for pension purposes. No employee pension contributions will be deducted, the City will not make pension contributions based on the pay and the pay shall not be used to compute pension benefits.

14. SICK LEAVE

A. Sick leave with pay is not a right which an employee may demand but a privilege granted by the City for the benefit of an employee. Sick leave may be granted to an employee absent for work for any of the following reasons: sickness, bodily injury, required physical or dental examinations or treatment, exposure to contagious disease when continuing to work might jeopardize the health of others and for the well care of the immediate family residing in the employee's principle place of residence.

B. Each Department Head may establish an appropriate written notification policy for their department that will best serve the City's interest. Unless modified by the Department Head, notification of the desire to use sick leave should be submitted to the employee's supervisor prior to the shift whenever possible, but certainly never later than one half hour after the beginning of the scheduled start time. Shift workers must notify the on-duty supervisor/employee at least one hour prior to the beginning of their shift. Persons failing to give adequate advance notice will be considered absent without leave and pay will be withheld.

C. A physician's certificate is required for an employee who is out over three (3) consecutive working days unless waived by the Department Head. In all cases, a sick leave form must be completed and signed by the returning employee. Excessive absenteeism, tardiness, or the abuse of sick leave will continue to be just cause for progressive disciplinary action.

D. Sick leave shall be accumulated at the rate of one (1) day per month of service or twelve (12) days per completed year of service for full time permanent and probationary employees. Sick leave shall be earned in any month in which an employee shall have worked or shall have been on leave with pay for at least one-half (1/2) of the scheduled workdays. Effective 07/01/2000 the maximum number of sick days an employee may accrue is unlimited.

E. Part time permanent employees working twenty (20) or more hours per week shall accumulate sick leave at one half the rate for full time employees. Part time employees shall earn sick leave in any month in which they have worked or have been on leave with pay for at least one-half (1/2) of the scheduled workdays.

F. Sick leave shall be taken by eligible employees in minimum increments of one half (1/2) hour. The use of sick leave may require verification by the City from the first hour used as deemed appropriate by the Department Head. Excessive absenteeism, tardiness, or the abuse of sick leave will continue to be just cause for progressive disciplinary action.

G. For the purposes of Police communications operators assigned to 12-hour shifts, all references to accruement of sick time, vacation time, bereavement time, and any other reference to a "day" worked shall remain the same as the original contract with the understanding that the term "day" refers to 8 hours and not 12.

15. BEREAVEMENT LEAVE

Bereavement leave shall be granted to all regular employees and probationary employees who are regularly scheduled to work 20 hours or more per week and Library Clerk I and Library Page who work less than 20 hours per week who experience a death of a member of the employee's immediate family. Upon request, the employee may be granted up to three (3) scheduled working days leave with pay. If the funeral is more than four hundred (400) miles from the City, the employee shall be granted up to five (5) scheduled working days, with pay, not charged to any leave balance, to arrange for and/or attend the funeral service or related matters. Bereavement leave may only apply for days used in accordance with the employee's regular schedule.

Immediate family is defined for the purpose of this section as spouse, mother, father, guardian, children, sister, brother, grandparents, grandchildren plus the various combinations of half, step, in-law and adopted relationships that can be derived from those named, in addition to significant other if not married or separated from spouse, and any relative living with the employee.

The City reserves the right to request verification of the relationship and funeral location. Hours granted as bereavement time shall be counted as hours worked for purposes of computing overtime and shall not be charged as vacation leave if such occurs while the employee is on vacation.

16. FAMILY EMERGENCY

In the case of a family emergency such as a death or illness, leave of absence without pay may be granted without requiring the prior exhaustion of vacation leave.

17. **SALARIES**

A. Effective the next full payroll period after ratification of the membership and approval by the City Council, all employees will receive increases as agreed with the entire Union Negotiating Committee and outlined in Appendix B.

Effective August 15, 2010	3.0%
Effective July 1, 2011	2.0%

Employees will advance to the next step on August 15, 2010 and July 1, 2011 as outlined in Appendix B. With the elimination of Step A, on August 15, 2010, employees will be reassigned to one step below their current step. To clarify, an employee who advances to Step B on August 15, 2010 will be reassigned to Step A.

During fiscal year 2011 (July 1, 2010 – June 30, 2011) and fiscal year 2012 (July 1, 2011 – June 30, 2012) represented members of the bargaining unit will not be subject to any furloughs or unpaid leave that would result in a wage reduction.

B. Temporary upgrades are defined in the personnel rules and are to be granted after 20 continuous days worked or 35 days worked in any 90 day period. Should there be another occasion in a twelve month period, the temporary upgrade in pay will take place after 10 days worked.

18. **ON CALL & CALL IN PAY**

A. Employees who are scheduled for on-call service in any given week shall receive an additional seven (7) hours of straight time pay over and above the normal hours worked in that week, even if the employee is not called out. The on-call pay provided for herein shall be calculated into the employee's overtime rate and included in pension calculations.

B. In addition to the on-call pay provided above, the paid call out time shall be a minimum of two hours at the employee's applicable rate of pay, for each separate call-out. Only when an employee has returned home and is again called out shall it be considered a separate call-out.

C. Any trading of on-call duty between employees must be approved, in writing, by the supervisor of the employee who was originally assigned for duty. Trading of on-call assignments for less than the full week shall not alter the method by which payroll will compensate only the original employee who was assigned for that week.

D. Any employee assigned to on-call duty, who is found to be unavailable when called at the number listed with the Dispatch Center of his/her department, will be subject to disciplinary action by the department head.

E. Employees who are subject to call-out shall be responsible to assure that his/her phone number listed in the appropriate Dispatch Center is correct and current at all times.

F. Any employee who is not assigned to be on-call, but who is called in to work before, or called back to work after, the normal hours of his/her shift, shall be guaranteed a minimum of two hours of overtime.

G. The two hour minimum provisions contained in Sections B & F above shall not apply if an employee is called in to work within one hour before the employee's normal starting time and continues working into the normal shift.

H. Sections A and B above shall not be applicable to Police dispatchers assigned to 12 hour shifts, however that portion of Section B referring to the two hour minimum pay per call out shall apply.

19. SHIFT DIFFERENTIAL PAY

Shift differential pay shall be granted to any full time regular employee assigned to work a rotating shift, or the evening or night shift for an extended period of time. Periodic and/or occasional evening or night shift assignments or off shift work by part time or temporary employees does not qualify an employee for shift differential pay.

In addition to the above the City of Dover agrees to pay shift differential to full time employees scheduled to flush the City's water system. Shift differential will apply for all employees who are assigned to flush the City's water system for five (5) consecutive shifts or more during a pre-approved work schedule. This altered work schedule is being assigned to facilitate improvements to the City's water quality and will continue indefinitely. Periodic and/or occasional off shift work as outlined above does not qualify an employee for shift differential.

The amount of shift differential pay shall be calculated for each hour actually worked subject to the following schedule:

Day Shift (8:00 a.m. - 4:00 p.m.)	0 cents per hour
Evening Shift (4:00 p.m. - Midnight)	75 cents per hour
Midnight Shift (Midnight - 8:00 a.m.)	75 cents per hour

This shift differential shall not become part of base pay and shall be paid monthly.

20. LONGEVITY PAY

a. The amount paid for longevity pay shall be 10 cents per hour, as listed below:

Longevity pay is added to base pay therefore it is computed on actual hours worked and used in the calculation of overtime premium. Longevity Pay shall apply to all permanent employees, working twenty or more hours per week, who were hired prior to July 1, 1980. Persons hired after this date are not eligible for longevity pay.

b. Upon completion of 9, 12, 15, 20, and 25 continuous years of service employee shall receive an appropriate adjustment in base pay.

Number of years of continuous service	Amount of Increase	
	Hourly	Weekly
9	.10/hr.	4.00/wk
12	.20/hr	8.00/wk
15	.30/hr	12.00/wk
20	.40/hr.	16.00/wk
25	.50/hr.	20.00/wk

The longevity amounts are not cumulative.

21. HEALTH CARE INSURANCE PAYMENTS

The City participates in the State of Delaware Group Health Insurance Program and employees are entitled to select their desired level of coverage from the options available thereunder.

The City will pay 100% of the monthly premium for individual employee coverage. For employees who elect dependent coverage the City will contribute 75% of the dependent premium and the employee shall pay the remaining 25%.

22. VISION PLAN

The City will provide a $10 deductible eye care plan for all IUE-CWA employees. This will be an insured plan and is subject to the terms of the plan sponsor. Employees who are assigned to positions which require safety glasses for work are to specify safety eye wear with side shields when purchasing glasses to be worn at work.

23. DENTAL PLAN

The City agrees to sponsor an optional, employee paid group dental plan. The City will solicit employee representative input to any plan design changes.

24. RETIREMENT HEALTH CARE INSURANCE PAYMENTS

For employees who retire after September 1, 1991, the City shall pay 100% of individual employee monthly premiums. Also, the City shall pay 75% of the retiree's dependent coverage. The same arrangement will be made for those who select the 457

retirement option and obtain the necessary age and length of service required by the regular retirement options.

Employees hired after 7/1/94 who select early retirement, as defined by the regular pension plan, will not be provided the benefit but may purchase health care at the City's group rates.

Effective – January 31, 2010

For employees hired on or before July 1, 1994, the City shall pay 100% of the individual employee monthly premiums. Also, the City shall pay 75% of the retiree's dependent coverage.

Employees hired after July 1, 1994, the City shall provide retirement health care coverage for those employees who retire directly from the City with unreduced pension payments subject to the following:

For the City employee/retiree the City will pay 100% of the individual retiree premium. Also the City will pay 75% of the retiree's dependent coverage.

The City of Dover's General Employee Pension Plan ordinance as stated on July 1, 2007 shall determine retirement eligibility and qualifications for a reduced or unreduced pension for all employees who occupy a position that the IUE-CWA/DOE represents, regardless of the employee's pension plan membership (Defined Benefit or Defined Contribution).

"Retire directly from the City" shall be defined as no lapse in last date of employment and first date of retirement eligibility whether on such date employee is active or inactive. (Inactive defined as approved leave of absence or terminal leave.)

Employees not eligible for health care upon retirement, shall be given the opportunity to purchase health care at the City's group rates.

If any change is made in the active employee's cost-sharing formula as described above, the City will give consideration to an identical change for existing retirees.

25. SHORT-TERM DISABILITY

Sickness: The employee is entitled to up to fifty-two (52) weeks of short-term disability coverage. There is an initial waiting period of 7 calendar days following the onset of an illness. During this 7 day period no benefits are paid. The 7 day waiting period counts towards the 52 weeks.

Off Duty Accident: There is no waiting period following an off duty accident. The employee is entitled to up to fifty-two (52) weeks of short-term disability payments.

The disability benefit will be 70% of wages to a maximum of $400 per week.

26. COST OF LIVING INCREMENT

Employees hired prior to July 1, 1980 shall continue to receive a ten cent (.10) per hour cost of living supplement in addition to their normal hourly rate of pay.

27. 401 RETIREMENT CONTRIBUTION

Under the policy for employees who have chosen the 401 Money Purchase Plan (also referred to as the Defined Contribution Plan) as their primary pension plan, the City matches employee contributions to a maximum of 6%.

28. TERMINAL LEAVE

For employees who retire on or after 7/1/94, or otherwise separate employment with the City after obtaining the necessary age and length of service as required for retirement, a permanent employee is eligible to take terminal leave prior to his/her retirement or separation date under the following conditions.

Terminal leave shall consist of a total of both an employee's unused sick leave and unused vacation time. Employees hired on or before 7/1/04, a maximum of 130 sick days, for those who retire with less than 25 years service, and 150 sick days for those who retire with 25 or more years service, can be added to the unused vacation time and converted to terminal leave.

Employees hired after 7/01/04 who obtain the necessary age and length of service will be eligible for terminal leave as follows:

Terminal leave shall consist of a total of both an employee's unused sick leave and unused vacation time.

a. Maximum of 100 unused sick days can be added to the unused vacation time and converted to terminal leave at the time of retirement.

b. Once terminal leave begins the employee ceases to earn vacation or sick leave credits and is no longer eligible for annual salary increases.

c. Once terminal leave begins, the employee cannot return to active service unless approved by the City Manager. If a return to active service is approved, the employee will have the option to either:

1.) Refund the value of sick leave credits expended as terminal leave to the City and have those credits restored, or

2.) Not refund the value of sick leave credits expended as terminal leave. The

maximum amount of sick leave credits available for future terminal leave will be reduced by that already expended.

d. In order to qualify for terminal leave, an employee must request leave a minimum of 45 days prior to the employees retirement date unless waived by the Civilian Pension Committee.

29. SAFETY SHOES, UNIFORM SHOES & UNIFORMS

a. The City shall provide an annual reimbursement of up to $125.00 (receipt and UPC barcode required) for replacement safety shoes to employees in classifications which require the wearing of safety shoes. Parking Enforcement Officers are permitted to purchase unlimited number of pairs of shoes with the allowance. In the classifications which required safety shoes, the wearing of proper safety shoes is a condition of employment. Persons who report to work without proper footwear will be sent home without pay. The City will set up an account for those employees who need assistance to pay for their safety shoes.

b. An annual reimbursement of up to $75.00 shall be provided to Communication Operators and Field Service Representative I & II's for replacement safety shoes.

c. Such reimbursement will be paid in the month of May each year to all active employees who were in the affected classification as of the first day of February, and who remain active and in the affected classification at the time of payment. The employee will provide a receipt and UPC barcode (dated between February 1st and April 30th) to Payroll by April 30th.

d. Safety shoes may be purchased by an eligible employee through the supplier of his/her choosing. In the event of an on the job accident that results in the destruction of an employee's safety shoes, the City shall provide a replacement pair at its sole cost and expense.

e. The City shall provide uniforms to non-clerical employees who work in the following City divisions:

a)	Warehouse	f)	Grounds
b)	Water/Waste Water	g)	Facilities Management
c)	Streets	h)	Field Service Reps I & II
d)	Sanitation	i)	Construction
e)	Fire Dispatchers		

Uniforms shall be cleaned by the City. City shall choose color and style. Uniforms shall be mandatory and must be worn in a neat, clean manner.

f. All Communication Operators and Inspector I and II personnel covered by the IUE shall receive an annual clothing allowance in the amount of $150 for the purchase of

relaxed clothing in place of a full uniform. For the Communication Operators the relaxed uniform shall consist of City of Dover polo type shirt (issued by the City) and docker type pants, belt and brown or black shoes. For the Inspector I and II personnel the relaxed uniform shall consist of a City of Dover polo type shirt or appropriate shirt for the fall and winter seasons (issued by the City) and tan docker or cargo pants and belt.

Based upon current IRS regulations, the clothing allowance is considered a taxable benefit and will be reflected on the employee's annual tax statement from the City of Dover.

This allowance shall be paid annually in the month of February.

The Communication Operators and Inspector I and II personnel shall be responsible for maintaining their uniforms in a proper manner, including repair, dry cleaning and laundering as required. They shall also be responsible for replacing any worn out or lost uniform items, as set forth above, so as to maintain a complete uniform at all times. Unserviceable uniform shirts will be replaced by the City of Dover.

30. CONTRACTING OUT

It is the general policy of the City to continue to utilize its employees to perform work they are qualified to perform. However, the City reserves the right to contract out any work it deems necessary in the interests of efficiency, economy, improved work product or emergency.

Except where an emergency situation (including natural and/or man-made disasters) exists, at least sixty (60) days before the City contracts out work, where such contracting out would result in the layoff of existing bargaining unit employees, the City will notify the Union and offer the Union an opportunity to meet and discuss the matter before the date any existing bargaining unit employee is laid off as a direct result of such contracting out.

Such discussions may include, among other items, the relative economic costs and the effects of such action upon bargaining unit employees who may be laid off; provided the City's decision following such discussions shall be final and shall not be made the subject of grievance or unfair labor practice charge alleging a refusal to bargain under the Delaware Public Labor Relations Act, as amended.

31. JOB OPENINGS & PROMOTIONS

A. When the City determines to fill a vacancy or promotion within the bargaining unit, notice of such opening shall be posted on all City bulletin boards for seven (7) normal business days; and shall be provided to the Union in writing. The City may also advertise the position to the public simultaneously. Employees who are interested in being considered for the open position may

submit an application to the Human Resources Department during the posting period. The posting will indicate the requirements and pay level of the open position.

B. Factors that will be considered in the filling of job openings include skill, ability, education, experience and seniority. Preference for interviews will be given to current employees; however the City reserves the right to fill an open position with the person it considers the best qualified candidate.

C. Employees will receive adequate instruction and training in the new position, and will be regularly appraised of their progress, and what areas, if any, they need to improve upon.

D. An employee who fails to meet the job requirements within a reasonable period (not to exceed 90 calendar days) shall be reassigned to their previous classification and wage rate. In the event the former position has been filled, the employee may be placed in an open position, or the next available open position for which the employee is qualified.

E. Successful bidders shall be placed in the new position at the starting rate for the new position if it is above the employees existing rate of pay. If the starting rate for a higher paying position is below the employee's existing rate of pay, the employee will be placed at the Step closest to, but above the employee's existing rate of pay however the increase will be no less than 5%. In the event of a lateral move, the employee will maintain their existing rate of pay. In the event of a demotion or downward move, the union and the city will discuss the placement on the salary scale since there are several situations in which this event could occur. Downward bidding shall be allowed only at the City's discretion. In any event, an employee's change in wage progression shall commence from the date of actual transfer to the new position.

32. SENIORITY

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

B. All newly hired employees shall be considered probationary for the first six calendar months of employment, during which time they may be disciplined or discharged by the City without recourse to the grievance procedure herein. Upon completion of the probationary period, an employee shall be credited with seniority from the date of hire.

C. Seniority shall be lost for the following reasons:

1. Discharge for just cause
2. Resignation or Retirement
3. Layoff or Leave of Absence for more than 12 months
4. Failure to return to work on the date specified in a notice of recall

33. PERSONNEL FILES

An employee shall have the right to review his/her Personnel file at reasonable times upon request to the Human Resources Department. The City may require the employee to do so on his or her own time. The employee, who may request to be accompanied by a Union representative, will not be allowed to remove the file from the premises but may take notes and/or request copies of the file contents at the employee's expense. If the employee disagrees with any information contained in his/her personnel file the employee may submit a written statement explaining his/her position. Such statement shall be maintained as part of the employee's file.

34. REDUCTION IN FORCE

In the event that it becomes necessary to layoff employees, the City shall notify the Local 88315 President of the reasons with at least two weeks notice prior to the layoff of non probationary employees. In reducing the number of employees in a classification within a department, qualifications and seniority shall govern.

A. The employee being laid off may not displace employees in other departments.

B. The City has the sole right to determine if a vacancy exists in any other classification and/or department, and whether or not the displaced employee could fulfill all job requirements of the vacancy after a reasonable trial period.

C. IUE-CWA will not oppose a reasonable transfer of an employee from the curtailed classification to another department or classification.

D. During the trial period the employee will be reviewed, counseled and instructed on their progress in the job.

E. Should the employee fail to meet the requirements of the job and be disqualified, he/she shall be reassigned to other classifications by step "B" above, or laid off.

F. The employee shall be paid within the range for the job to which transferred at the wage closest to their present wage.

G. When additional employees are needed in a classification, the regular employees who have been laid off or transferred out of that classification within a one year period, due to the lack of work, shall be offered the jobs before they are filled by promotion or transfer of employees with less seniority, or by hiring of new employees. A notification shall be sent to them by registered mail to the latest mailing address supplied to the City, and copies of such notification shall be forwarded to the Local 88315 President. The City shall be notified within five working days after receipt of the notice by the former employee of their desire to accept the offer of the job and the former employee will start work not later than three weeks after receipt of the notice. Should the employee fail to respond or report, he/she will be dropped from the City employment rolls.

35. GRIEVANCE PROCEDURE

A grievance is defined as a disagreement or dispute between the City and an employee or the Union over the application, interpretation or meaning of this Agreement, and shall be acted upon in accordance with the procedure outlined below:

a) Processing Grievances

Grievances shall be presented during normal working hours; however, no meeting or discussion shall exceed one hour in duration, unless otherwise agreed between the parties A Union Representative shall be present at meetings in Step 1 and above. An International Union Representative may be present at any Step of the grievance procedure.

Grievances of a policy nature or which effect all similarly situated employees may be submitted directly to Step 2. A grievance of a discharge shall commence at Step 2.

Note: The Human Resources Director can be included in the meetings in Steps 1 and 2.

Step 1 An employee covered by this agreement who has a grievance shall place the said grievance in writing to his/her Department Head within seven (7) calendar days after the occurrence of the event giving rise to the grievance or within seven (7) calendar days after the employee knows, or through the use of reasonable diligence, should have known, of the event giving rise to the grievance. The grievance should include the employee's name, the article of the contract believed to be violated, and the remedy the union is seeking The Department Head shall review the grievance, hold a meeting with the parties involved and then render a written decision. The written decision should be completed within 14 calendar days of the meeting.

Step 2 - If the grievance is not settled at Step1, it may be referred to the City Manager and/or his/her designee within seven (7) calendar days after the receipt of the Department Head's written answer in Step 1. The City Manager and/or his/her

designee shall review the grievance, hold a meeting with the parties involved, and then render a written decision. The written decision should be completed within 14 calendar days of the meeting.

Step 3 - If the Union is dissatisfied with the City Manager's and/or his/her designee's decision, it may submit the grievance to the FMCS within 30 calendar days of the completion of Step 2. A grievance submitted to the FMCS shall be processed in accordance with the rules and regulations of the FMCS. The arbitrator shall have no power to add to, subtract from or otherwise modify the express written terms of the agreement.

Each party shall be responsible for any and all of its costs which it incurs as a result of participating in any FMCS proceeding, including all costs of witnesses, attorneys or other persons who may attend the proceeding. The cost of the arbitrator will be split by the parties.

The decision of the arbitrator, in a matter concerning contractual interpretation, shall be final and binding on the parties. In matters concerning grievances of a Personnel/disciplinary nature the arbitrator's decision shall not be final nor binding. In the event such a decision does not resolve the dispute, it is understood that the aggrieved party shall have the right to submit the dispute to a court of competent jurisdiction.

b) **Time Limits for Filing**

No grievance shall be entertained or processed unless it is submitted at Step 1 within seven (7) calendar days after the occurrence of the event giving rise to the grievance or within seven (7) calendar days after the employee knows or through the exercise of reasonable diligence should have known of the occurrence of the event giving rise to the grievance. If the grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not provide a written response to the grievance or appeal thereof within the specified time limits, the grievant and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step in accordance with the procedure set forth in this Article.

The time limits at any step may be extended by the mutual written agreement of the parties involved at that particular step, which consent shall not be unreasonably withheld.

36. STRIKE CLAUSE

It is agreed that during the term of this agreement neither the IUE-CWA/DOE, its officers or its members shall instigate, call, sanction, condone or participate in any strike, slowdown, stoppage of work, boycott, picketing or willful interference with production, transportation or distribution, and there shall be no lockout of employees by the City.

Any employee participating in the foregoing practices will be subject to discipline; the discipline may include discharge.

37. DUES DEDUCTION

A. The City agrees to make payroll deductions of Union dues and initiation fees, if any, for employees of the bargaining unit who provide written authorization for the City to do so. The amount of such deductions shall be furnished in writing to the Human Resources Director and shall be in uniform amounts. The Union will notify the Human Resources Director at least thirty days in advance of any change in the amount of such deductions. When a member retires however is still on terminal leave they are no longer obligated to pay dues.

B. Employees hired after July 1, 1997, shall, as a condition of employment, on and after the thirty-first (31st) day of employment or within thirty days of the signing of this Agreement, either become a member of the Union or pay a fair share fee for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by this Agreement. Such fair share fee shall not exceed eighty-five percent (85%) of the normal membership dues; and will be deducted by the City and remitted to the Local Union with the same frequency and in the same fashion as normal dues payments.

C. Employees may revoke their dues authorization during the month of June of each calendar year by submitting a written request to the Human Resources Director and the Local Union President. Such employee shall than be subject to the fair share provisions contained in this Article.

D. The City recognizes that it is within the proper authority of the Union to establish dues and fair share/service fee amounts. The Union agrees to assume full responsibility for compliance with the requirements laid down by the U.S. Supreme Court with respect to the rights of service fee payers; including the IUE-CWA Service Fee Payer Objection Plan, as approved by the U.S. Department of Labor.

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

F. The City shall forward to the Local Union Treasurer such dues and fair share fees, along with a list of employees for whom such deductions were made, by the seventh (7th) day of each calendar month following the month of deduction.

38. FUNDING

No collective bargaining agreement shall be valid or enforceable if its implementation would be inconsistent with any statutory limitation on the public employer's funds, spending, or budget or would substantially impair or limit the performance of any statutory duty by the public employer or would otherwise be contrary to law. A collective bargaining agreement may provide for benefits conditional upon specified funds to be obtained by the public employer, but the agreement shall provide either for automatic reduction of such conditional benefits or for additional bargaining if the funds are not obtained or if a lesser amount is obtained.

39. FAILURE IN PERFORMANCE OF DUTIES

Disciplinary Actions shall be as provided in the employee handbook dated July, 2004 except as modified herein.

An employee whose work is unsatisfactory over a period of time shall be notified by the supervisor in what way the employee's work is deficient and what must be done if the work is to be satisfactory.

An employee whose work is unsatisfactory shall normally receive at least two warnings before the first disciplinary step of suspension, demotion or dismissal. First, one or more oral warnings must be issued by the employee's supervisor, and second, a written warning must be issued by the Department Head; serving notice upon the employee that corrected performance must take place in order to avoid disciplinary action.

The supervisor and department head must record the dates of their discussions with the employee along with the performance deficiencies noted and the corrective action recommended. The information must be entered in the employee's personnel folder. After a period of 24 months the previous oral and written warnings become in-valid.

40. ISSUANCE OF DISCIPLINE

The City will contact the Union President at the phone number provided by the union to advise that the issuance of discipline will take place. It will be the union's responsibility to ensure a union representative is present during the issuance. The issuance of the discipline will not be delayed by the unavailability of an union representative. The employee has a right to copies of any disciplinary notices which are placed in his/her personnel file.

41. PERSONNEL REQUESTS

Every September, the union can submit up to five pay grade and/or job title increase request for the upcoming budget process. The department head must support the recommendation prior to review for the budget process. The union will be responsible for providing justification and qualifications and any other requested information in order for a

decision to be made. The request is subject to the same review and approval as all other non-IUE submissions. If approved, the request would be effective with the approval of the new budget year.

42. ZIPPER CLAUSE

Both parties had the opportunity to raise issues during the course of negotiations. If an agreement was reached on those issues, it is reflected herein and the parties are obligated to abide by the terms of this Agreement. The terms of this Agreement may not be altered or changed without the mutual consent of the parties.

43. TERMINATION OF AGREEMENT

This agreement shall be effective as of the date of signing and shall remain in full force and effect until the 30th day of June 2012, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than 150 days prior to the anniversary date that it desires to modify or terminate this agreement. In the event such notice is given, negotiations shall begin no later than thirty (30) days following the date of the notice.

If negotiations are not concluded as of June 30, 2012, the provisions of this agreement shall remain in full force and effect until negotiations are completed and shall automatically be extended until such time as a new or modified agreement is approved by both parties, effective date of termination not withstanding.

44. NOTICES BETWEEN IUE-CWA/DOE AND THE CITY

Notices hereunder shall be deemed to have been adequately given if served by registered mail upon the persons named below at the address indicated unless otherwise notified in writing and receipt acknowledged by the signature of the recipient or other responsible person in recipient's office.

Notices to IUE-CWA/DOE shall be addressed to:

IUE-CWA-AFL-CIO-CLC Local Union #88315 -
DOVER ORGANIZATION OF EMPLOYEES
P.O. Box 1011
Dover, DE 19903-1011

Notices to the City shall be addressed to:

Human Resources Director
City of Dover
P.O. Box 475
Dover, Delaware 19903-0475

45. **SEVERABILITY CLAUSE**

In the event that any provision of this agreement is invalid or unenforceable, the remainder of the agreement shall not be affected thereby and all other provisions of this agreement as are valid shall be fully enforceable.

46. **PRECEDENCE OF AGREEMENT**

In the event of a conflict between a provision of this agreement and any rule, regulation or ordinance of the City insofar as said rule, regulation or ordinance affects the employees covered by this agreement, the provisions of this agreement will control and the City will take whatever legislative action is necessary to accomplish same. It is understood that from time to time the City may have to adopt ordinances in order to comply with State and/or Federal mandates. In the event of a conflict in relationship to this agreement and said rules, regulations or ordinances, the parties will work together in an expeditious fashion to resolve said conflict.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have hereunto set their hands and seals the day and year aforesaid.

CITY OF DOVER	IUE-CWA-AFL-CIO-CLC Local Union #88315 - DOVER ORGANIZATION OF EMPLOYEES
BY:_____ KIM HAWKINS	BY:_____ PETER WICKERSTY
BY:_____ ANTHONY DEPRIMA	BY:_____ KENNETH CLENDANIEL
BY:_____ SHARON DUCA	BY:_____ DAVE MORGAN SR.
BY:_____ SCOTT D. KOENIG	BY:_____ TIMOTHY MULLANEY
BY:_____ DONNA MITCHELL	BY:_____ JASON OSIKA
BY:_____ TERESA TIEMAN	BY:_____ ELIZABETH PARSONS

DATE:_____

APPENDIX A
JOB TITLE/GRADES ASSIGNMENTS

JOB TITLE	GRADE
CLERICAL/FINANCE	
ACCOUNT CLERK I	12
ACCOUNT CLERK II	14
COMPUTER OPERATOR	15
CUSTOMER SERVICE CLERK I	12
CUSTOMER SERVICE CLERK II	14
FIELD SERVICE REP I	12
FIELD SERVICE REP II	14
KEY PUNCH OPERATOR	12
OFFICE ASSISTANT I	6
OFFICE ASSISTANT II	12
RECEPTIONIST	7
SECRETARY I	10
SECRETARY II	13
LIBRARY	
LIBRARY ASSISTANT	14
LIBRARY CLERK I	12
LIBRARY CLERK II	13
LIBRARY PAGE	7
INSPECTIONS/PLANNING	
INSPECTOR I	17
INSPECTOR II	20
INSPECTOR AIDE	7
PLANNING TECHNICIAN	12
POLICE	
ANIMAL CONTROL OFFICER	12
COMMUNICATION OPERATOR	18
PARKING ENFORCEMENT OFFICER	11
POLICE CLERK I	9
POLICE CLERK II	13
FIRE	
FIRE DISPATCHER	17
WAREHOUSE/PURCHASING	
CENTRAL MAILROOM CLERK	13
INVENTORY CLERK	15
MATERIAL EXPEDITURE	17
STOREKEEPER/BUYER I	13
STOREKEEPER/BUYER II	15
VEHICLE MAINTENANCE	
MECHANIC HELPER	12
MECHANIC I	15
MECHANIC II	19

JOB TITLE	GRADE
LABOR, TRADES AND TRANSPORTATION	
CAD TECHNICIAN	23
CONSTRUCTION INSPECTOR	21
PW INSPECTOR	20
BUILDING MAINTENANCE	
BUILDING MAINTENANCE CRAFTSPERSON I	15
BUILDING MAINTENANCE CRAFTSPERSON II	19
BUILDING MAINTENANCE UTILITY TECH	17
CUSTODIAN I	10
CUSTODIAN II	12
GROUNDS MAINTENANCE	
ARBORIST	16
CREW LEADER	17
LABORER I	7
LABORER II	12
LEAD LABORER	15
MEO I	11
MEO II	13
NURSERYPERSON I	13
NURSERYPERSON II	15
SMALL ENGINE MECHANIC	13
SANITATION/STREETS/CONSTRUCTION/ WATER/WASTEWATER	
CREW LEADER	17
HEAVY EQUIPMENT OPERATOR I	15
HEAVY EQUIPMENT OPERATOR II	19
LABORER I	7
LABORER II	12
LEAD LABORER	15
MEO I	11
MEO II	13
MEO III	15
SIGN/STREET PAINTER	13
UTILITY CONSTRUCTION WORKER	14
UTILITY CONSTRUCTION CREW LEADER	20
UTILITY LOCATOR I	14
UTILITY LOCATOR II	16
UTILITY MAINTENANCE MECHANIC I	15
UTILITY MAINTANENCE MECHANIC II	19
WATER SERVICE PERSON	14
WATER TREATMENT PLANT OPERATOR I	15
WATER TREATMENT PLANT OPERATOR II	19

Effective 7/1/08

Appendix B
IUE Wage Scale
August 15, 2010 - June 30, 2011
Note: Wages from July 1, 2009 - June 30, 2010 continued until August 14, 2010

103.00%

Grade	1 Step A	2 Step B	3 Step C	4 Step D	5 Step E	6 Step F	7 Step G	8 Step H	9 Step I	10 Step J	11 Step K	12 Step L
7	$10.33	$10.69	$11.07	$11.45	$11.80	$12.15	$12.52	$12.88	$13.27	$13.67	$14.08	$14.50
8	10.73	11.11	11.50	11.90	12.26	12.63	13.01	13.40	13.80	14.22	14.64	15.09
9	11.19	11.58	11.98	12.40	12.77	13.16	13.54	13.95	14.38	14.80	15.25	15.70
10	11.65	12.06	12.48	12.92	13.30	13.70	14.11	14.54	14.97	15.42	15.88	16.36
11	12.15	12.58	13.02	13.48	13.89	14.30	14.73	15.18	15.62	16.09	16.58	17.07
12	12.65	13.09	13.55	14.02	14.45	14.88	15.33	15.78	16.26	16.74	17.24	17.77
13	13.19	13.66	14.13	14.63	15.07	15.52	15.99	16.47	16.96	17.47	18.00	18.53
14	13.77	14.25	14.75	15.27	15.73	16.19	16.68	17.19	17.70	18.23	18.77	19.35
15	14.38	14.88	15.40	15.94	16.42	16.91	17.43	17.94	18.48	19.04	19.61	20.20
16	15.00	15.52	16.06	16.63	17.13	17.64	18.17	18.72	19.28	19.86	20.45	21.07
17	15.65	16.19	16.76	17.35	17.87	18.41	18.96	19.53	20.11	20.72	21.33	21.97
18	16.35	16.92	17.51	18.12	18.67	19.23	19.80	20.40	21.01	21.64	22.29	22.95
19	17.13	17.73	18.35	18.99	19.56	20.16	20.76	21.38	22.02	22.68	23.36	24.06
20	17.98	18.61	19.26	19.94	20.53	21.15	21.78	22.44	23.11	23.80	24.52	25.25
21	18.85	19.51	20.19	20.90	21.53	22.17	22.83	23.51	24.22	24.95	25.69	26.47
22	19.77	20.46	21.17	21.91	22.57	23.24	23.94	24.66	25.40	26.16	26.95	27.75
23	20.71	21.44	22.19	22.97	23.66	24.37	25.10	25.85	26.63	27.43	28.25	29.10
24	21.72	22.48	23.27	24.08	24.80	25.55	26.31	27.11	27.92	28.76	29.62	30.50

Amounts represent hourly rates.

Step A, B and C are for all employees hired on or after July 1, 2004.

Appendix B
IUE Wage Scale
July 1, 2011 - June 30, 2012

102.00%

Grade	1 Step A	2 Step B	3 Step C	4 Step D	5 Step E	6 Step F	7 Step G	8 Step H	9 Step I	10 Step J	11 Step K	12 Step L	13 Step M
7	$10.33	$10.54	$10.91	$11.29	$11.68	$12.03	$12.39	$12.77	$13.14	$13.54	$13.94	$14.36	$14.79
8	$10.73	$10.95	$11.33	$11.73	$12.14	$12.51	$12.88	$13.27	$13.66	$14.07	$14.50	$14.93	$15.39
9	$11.19	$11.41	$11.81	$12.22	$12.65	$13.02	$13.42	$13.81	$14.23	$14.67	$15.10	$15.55	$16.02
10	$11.65	$11.88	$12.30	$12.73	$13.17	$13.57	$13.98	$14.40	$14.83	$15.27	$15.73	$16.20	$16.69
11	$12.15	$12.40	$12.83	$13.28	$13.74	$14.16	$14.58	$15.03	$15.48	$15.93	$16.41	$16.91	$17.41
12	$12.65	$12.90	$13.35	$13.82	$14.30	$14.73	$15.18	$15.63	$16.10	$16.59	$17.08	$17.59	$18.12
13	$13.19	$13.46	$13.93	$14.42	$14.92	$15.38	$15.83	$16.31	$16.80	$17.30	$17.82	$18.36	$18.91
14	$13.77	$14.05	$14.54	$15.05	$15.57	$16.04	$16.52	$17.02	$17.53	$18.05	$18.59	$19.15	$19.73
15	$14.38	$14.67	$15.18	$15.71	$16.26	$16.75	$17.25	$17.78	$18.30	$18.85	$19.42	$20.00	$20.61
16	$15.00	$15.30	$15.83	$16.39	$16.96	$17.47	$18.00	$18.53	$19.09	$19.66	$20.26	$20.86	$21.49
17	$15.65	$15.96	$16.52	$17.10	$17.69	$18.23	$18.78	$19.34	$19.92	$20.51	$21.13	$21.76	$22.41
18	$16.35	$16.67	$17.26	$17.86	$18.49	$19.04	$19.62	$20.20	$20.80	$21.43	$22.07	$22.74	$23.41
19	$17.13	$17.47	$18.08	$18.72	$19.37	$19.95	$20.56	$21.18	$21.81	$22.46	$23.13	$23.83	$24.54
20	$17.98	$18.34	$18.99	$19.65	$20.34	$20.94	$21.57	$22.21	$22.89	$23.58	$24.27	$25.01	$25.75
21	$18.85	$19.23	$19.90	$20.60	$21.32	$21.96	$22.61	$23.28	$23.98	$24.71	$25.45	$26.21	$27.00
22	$19.77	$20.16	$20.87	$21.60	$22.35	$23.02	$23.70	$24.41	$25.15	$25.91	$26.69	$27.49	$28.31
23	$20.71	$21.13	$21.87	$22.63	$23.42	$24.14	$24.86	$25.60	$26.37	$27.16	$27.98	$28.82	$29.68
24	$21.72	$22.16	$22.93	$23.74	$24.57	$25.30	$26.06	$26.84	$27.65	$28.48	$29.33	$30.22	$31.11

Amounts represent hourly rates.

Step A, B and C are for all employees hired on or after July 1, 2004.

APPENDIX C
The General Employee Pension Plan ordinance was updated in June 2010.
This appendix pre-dates June 2010.

DIVISION 7. GENERAL EMPLOYEE PENSION PLAN*

***Charter references:** Authority of city to establish pension plans, subpart A.

Subdivision I. In General

Sec. 2-321. Definitions.
The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accumulated contributions means the aggregate contributions made by a member under the plan, with interest thereon at the rate of five percent per annum, compounded annually from the last day of the plan year in which such contribution was made to the earlier of the date of commencement of retirement income or the date on which contributions are payable pursuant to the provisions of the plan.

Continuous service means regularly employed without interruption, except for allowable interruptions aggregating not over five years. Allowable interruptions shall include:
(1) Leaves of absence granted to employees for illness, research, travel, training or study;
(2) Employment in an office to which the employee had been elected by popular vote at a regular city election;
(3) Involuntary severance which shall include a required leave of absence on account of maternity, and the employee returns to active employment at the end of that leave of absence.
To the extent required by federal law, if an employee leaves the employ of the city to enter the military service of the United States and, upon his discharge from service, is reemployed by the city at a time when his reemployment rights are protected by federal law, the employee shall be considered to have been employed by the city during his period of military service and shall be credited with continuous service which he would have been credited with as an employee of the city but for his military service. The period for which disability pension benefits shall have been paid shall be considered as an allowable interruption which is permitted in addition to the allowable interruptions aggregating not over five years in determining subsequent eligibility for retirement benefits under the terms of this division.

Deferred compensation plan means the plan defined in division 8 of this article.

Eligible employee means any person regularly employed in rendering service to the city on a full-time, permanent basis, who is not participating in any other retirement plan to which the city contributes for them, and whose compensation is paid directly by the city. An employee will be considered a full-time employee if he regularly works 37 1/2 or more hours each week.

Group annuity contract means the group annuity contract entered into between an insurance company and the

pension board of trustees.
Participant means any eligible employee of the city who has met all of the requirements for participation in the pension plan as defined in this section and who has satisfied all of the conditions and requirements set forth in this division.

Pension board means the pension board of trustees.

Pension plan and *plan* mean the city's general employee pension plan.

Plan year means the period of one year, commencing on any July 1 and ending immediately prior to the following July 1.

Retired participant means a participant of the plan who has terminated service and is eligible to receive retirement income under this division.

(Code 1968, § 2-87; Ord. of 1-12-1970; Code 1981, § 2-176; Ord. of 7-11-1983; Ord. of 7-26-1993, § 1; Ord. of 4-25-1994; Ord. of 5-22-2000)

Sec. 2-322. Established; purpose.
(a) *Generally.* There is hereby established the city employee pension plan. The purpose of the plan is to establish the terms and conditions under which retirement and disability benefits and other benefits shall be provided to eligible employees of the city. The benefits under the plan shall be in addition to amounts received as social security benefits or from any other pension plan.
(b) *For employee exclusively.* This plan is created for the exclusive benefit of the employees of the city and shall be interpreted in a manner consistent with it being an employee's trust, as defined in section 401(a) of the Internal Revenue Code (26 USC 401(a)). Therefore, under no circumstances shall any funds contributed to this plan or any assets of the plan or trust ever revert to or be used or enjoyed by the city, nor shall any such funds or assets ever be used other than for the benefits of the employees of the city and their beneficiaries, prior to the satisfaction of all liabilities under this plan to the employees.
(Code 1968, § 2-88; Ord. of 1-12-1970; Code 1981, § 2-177; Ord. of 7-26-1993, § 2)

Sec. 2-323. Eligibility of participant.
Each eligible employee not drawing any retirement benefits from the mayor and city council as of January 1, 1967, shall, upon compliance with the provisions of this division, become a pension plan participant under this division, commencing on July 1, 1967, or at any subsequent time immediately upon his employment.
(Code 1968, § 2-97; Ord. of 1-12-1970; Code 1981, § 2-178; Ord. of 6-8-1987)

Sec. 2-324. Participation mandatory; exceptions.
The pension plan shall not be construed to give any employee the right to be retained in the employ of the city. All new employees hired after July 1, 1991, shall be required, as a condition of employment, to join the plan or the deferred compensation plan and to remain members of either plan thereafter unless they shall leave the employment of the city, retire or pass away.
(Code 1968, § 2-97; Ord. of 1-12-1970; Code 1981, § 2-179; Ord. of 5-28-1991; Ord. of 5-22-2000)

Sec. 2-325. Defraudment.
It shall be unlawful for any person to knowingly make any false statement or falsify, or permit to be falsified, any record of the pension plan in an attempt to defraud the plan.
(Code 1968, § 2-98; Ord. of 1-12-1970; Code 1981, § 2-180)

Sec. 2-326. Normal retirement.

The normal retirement date for each participant shall be the first day of the month following the attainment of the age of 65 years, provided that he has completed ten years of continuous service.

(Code 1968, § 2-99; Ord. of 1-12-1970; Code 1981, § 2-181; Ord. of 6-24-1996)

Sec. 2-327. Early retirement.

(a) *Reduced benefits.* A participant who has completed ten years of continuous service and who has attained the age of 55 years may retire at any time within the ten years preceding his normal retirement date; provided, however, that his retirement benefits shall be computed at a reduced rate of one-half percent for each month computed from the date of early retirement to age 65 years.

(b) *Unreduced benefits.*

(1) *Hired May 1, 1994, or later.* For eligible employees hired on or after May 1, 1994, a participant who has attained the age of 55 years, and whose attained age plus years of continuous service is equal to or greater than 80, may retire at any time prior to his normal retirement date with no reduction in retirement benefits.

(2) *Hired before May 1, 1994.* For eligible employees hired before May 1, 1994, a participant who has completed 25 years of continuous service, or has attained the age of 50 years and completed 20 years of continuous service may retire at any time prior to his normal retirement date with no reduction in retirement benefits.

(Code 1968, § 2-100; Ord. of 1-12-1970; Code 1981, § 2-182; Ord. of 10-12-1982, § 1; Ord. of 4-25-1994)

Sec. 2-328. Later retirement.

If a participant works beyond his normal retirement date, the payment of the participant's retirement benefits shall be deferred and shall commence on the first day of the month following his actual retirement.

(Code 1968, § 2-101; Ord. of 1-12-1970; Code 1981, § 2-183; Ord. of 7-26-1993, § 3)

Sec. 2-329. Forced retirement with pension.

The pension board of trustees, upon recommendation of the city council or the city manager, may require retirement in any case where deemed necessary due to the lack of work or inability of the employee to perform with a satisfactory degree of efficiency, provided that the employee qualifies for either normal retirement pursuant to section 2-326, or early retirement pursuant to section 2-327. The employee shall then be entitled to receive, commencing on the first day of the month coinciding with or next following his date of retirement, pension benefits equal to the benefits computed in accordance with the provisions of section 2-330 on the basis of the employee's service completed prior to actual retirement.

(Code 1968, § 2-102; Ord. of 1-12-1970; Code 1981, § 2-184)

Sec. 2-330. Amount of retirement benefits.

(a) *Retirement January 1, 1995, or later.* The amount of retirement benefits payable to a participant who retires on or after January 1, 1995, shall be computed on the basis of one-fiftieth of his average actual monthly earnings multiplied by the total number of years of continuous service. Average actual monthly earnings shall be a participant's base pay plus scheduled overtime, payment for being on-call, except those hours reported for being called out, and any retroactive pay corrections which involve any one of the mentioned payments during any period of 36 consecutive months in his final ten years of continuous service, which results in the highest average monthly earnings. In no instance shall actual monthly earnings be less than $150.00.

(b) *Retirement prior to July 1, 1967.* To each retired employee receiving retirement benefits from the mayor and city council prior to July 1, 1967, there shall be payable under this division the same retirement benefits that existed prior to July 1, 1967, except that there shall be no deductions from retirement benefits under this division for any payments received by the retired employee under any state or federal social security program.

(Code 1968, § 2-103; Ord. of 1-12-1970; Code 1981, § 2-185; Ord. of 10-12-1982, § 2; Ord. of 7-26-1993, § 4; Ord.

of 4-25-1994; Ord. of 5-22-2000; Ord. of 7-10-2000)

Sec. 2-331. Form of benefits.

(a) *Normal form.* Payments of benefits in the normal form shall commence on the first day of the month for which the benefit is for, if the participant is then living, and shall be pro rated and paid on the first day of the month of the participant's actual retirement date. Payments of benefits shall be payable monthly thereafter during his lifetime, and terminating with the last payment on the first day of the month of the death of the participant.

(b) *Death of participant, etc.* Upon the death of a participant who has retired, or who is eligible to be retired under any of the provisions of this division, payment shall be made to his eligible survivors in the amount of 50 percent of the monthly payments to which the participant was or would have been entitled. Upon the death of a participant who has completed a minimum of 20 years of service but is not yet eligible to retire because of age, payment shall be made to his eligible survivors in the amount of 50 percent of the monthly payment that would have resulted by using his service time; however, the benefit is to be computed at a reduced rate of one-half percent for each month the participant was under the correct age for normal retirement. In no instance shall actual monthly payments be less than $200.00, to be effective July 1, 2000. Upon the death of both the participant and eligible survivor, if the benefit payments received in aggregate are less than the member's contributions, the balance of the member's contributions, plus interest, will be paid to the surviving beneficiary designated or his estate if no designation has been made and submitted to the pension board. The amount of benefit payments received and the amount of the member's contributions shall be determined from the record of the pension board of trustees. Interest will be paid at the Federal Reserve discount rate on the date of death, plus three percent.

(c) *Eligible survivor.* An eligible survivor shall be one of the following in the order of preference listed:

(1) *Spouse.* The participant's spouse who was married to the participant for at least one year and who was not domiciled apart from the participant at the date of his death;

(2) *Children.* The surviving children of the participant, who have not attained their 18th birthday.

(d) *Commencement of payment.* Benefits payable to eligible survivors shall commence on the first day of the month following the date of the participant's death.

(e) *Benefits payable.* Benefits payable to eligible survivors shall cease:

(1) *Spouse.* With respect to an eligible survivor who is a spouse, with the payment due for the month in which their remarriage or death shall occur, whichever occurs first.

(2) *Children.* With respect to an eligible survivor who is a child(ren), with the payment due for the month in which his 18th birthday or death shall occur, whichever shall occur first.

(f) *Eligibility for benefits.* The eligibility of any person or persons to receive payment of benefits as an eligible survivor shall be determined conclusively by the pension board based on application of such person or persons and any other information which the pension board deems to be appropriate.

(Code 1968, § 2-104; Ord. of 1-12-1970; Code 1981, § 2-186; Ord. of 6-8-1987; Ord. of 7-26-1993, § 5; Ord. of 4-25-1994; Ord. of 12-11-1995; Ord. of 4-14-1997; Ord. of 5-22-2000; Ord. of 7-10-2000; Ord. of 3-12-2001; Ord. of 5-12-2003)

Sec. 2-332. Early retirement due to permanent disability.

Any employee who, at the time of the effective date of the ordinance from which this division is derived, has completed ten years of continuous service, or any employee who, after completing years of continuous service, shall be injured or whose health shall become permanently impaired to such an extent as to render him totally and permanently disabled, shall be retired upon application and approval of the pension board of trustees.

(Code 1968, § 2-105; Ord. of 1-12-1970; Code 1981, § 2-187)

Sec. 2-333. Total and permanent disability.

(a) *Definition.* As used in this division, a participant shall be deemed to be "totally and permanently disabled" when the pension board of trustees, on the basis of a medical examination by a physician or physicians selected by the

pension board of trustees, finds the employee:
(1) *Work generally.* To be totally and permanently prevented from engaging in any occupation or employment for remuneration or profit as a result of bodily or mental injury or disease, whether occupational or nonoccupational in cause; or
(2) *Employment.* To be totally and permanently prevented from continuing in his capacity as an employee as a result of bodily or mental injury or disease, whether occupational or nonoccupational in cause.
(b) *Exclusions.* Total and permanent disability, within the terms of this division, shall exclude disability resulting from or consisting of chronic alcoholism, addition to narcotics, engaging in a felonious criminal act for which he is found guilty, or a willful effort on his part to bring about the injury or illness to himself or any other person or service in the armed forces of any foreign country.
(Code 1968, § 2-107; Ord. of 1-12-1970; Code 1981, § 2-188; Ord. of 5-22-2000)

Sec. 2-334. Commencement of disability benefits.
(a) *Removed from payroll.* A participant who files for a disability pension shall not work and be kept on the active payroll and receive credited service from the inception of the disability to the end of the first full calendar month following the date of application.
(b) *Change in compensation; leave.* During the application period above, the participant's compensation shall not be increased, and no vacation time or sick leave shall be debited or credited to the participant.
(c) *Commencement of benefits.* The eligibility for payment of disability benefits under this division shall commence, if approved, on the first day of the month following the application period set forth in subsection (a) of this section. The participant shall receive a lump sum payment for accumulative vacation time and sick leave as provided for in the city personnel policy.
(d) *Disapproved time away charged.* Should the participant not have the application approved, the time away from work during the application period shall be charged against any accumulated sick leave or vacation time.
(Code 1968, § 2-107; Ord. of 1-12-1970; Code 1981, § 2-189; Ord. of 8-10-1987)

Sec. 2-335. Termination of employment.
(a) *Forfeiture of participation.* Any participant whose employment is terminated prior to the date he becomes eligible for retirement benefits and is not reemployed by the city within five years shall forfeit his status as a participant in the pension plan and all accumulated credit for continuous service.
(b) *Exception.* Subsection (a) of this section shall not apply to those persons receiving disability pension benefits under this division.
(c) *Ten years' service.* Any participant with a minimum of ten years of continuous service and whose employment is terminated prior to the date he becomes eligible for retirement benefits under section 2-326, 2-327, 2-328 or 2-332, upon attaining the age of 65 years, shall be eligible for retirement benefits under the provisions of section 2-330, upon application to the pension board of trustees. The form of the benefit will be based on the formula which was in effect at the time of termination.
(d) *Terminated less than five years.* Any participant whose employment had been terminated for less than five years, as detailed in subsection (a) of this section, may apply to have their previous service credits restored, provided they meet the new service requirements, and if they have withdrawn their contributions, they repay them with interest at a rate equal to the investment return assumption used in the most recent actuarial analysis. A returning employee must make an election to return previously refunded amounts, plus calculated interest, within 30 days. Contributions will be reimbursed based on the gross amount received. The new service requirements are as follows:
(1) Participants reemployed by the city within 90 calendar days of termination shall have their prior service credits immediately restored.
(2) Participants with less than 20 years of service must first be reemployed for five continuous years prior to applying for past service credits.
(3) Participants with previous service of more than 20 years must be reemployed for a period of two continuous

years prior to applying for past service credits.
(e) *Request for refund.* When an employee leaves the employment of the city and is entitled to withdraw his contributions, then he shall submit a written notarized request for a refund of these contributions before payment shall be made.
(Code 1968, § 2-108; Ord. of 1-12-1970; Code 1981, § 2-190; Ord. of 10-12-1982, § 3; Ord. of 11-28-1988; Ord. of 7-26-1993, § 6; Ord. of 4-25-1994; Ord. of 4-14-1997; Ord. of 7-10-2000; Ord. of 5-12-2003)

Sec. 2-336. Cessation of disability pension benefits.
(a) A participant shall cease to qualify for disability pension benefits:
(1) *Recovered.* At the time that a pension board of trustees determines, on the basis of a medical examination by a physician or physicians selected by the pension board, that a participant is no longer totally and permanently disabled or has sufficiently recovered, but refuses to resume his regular occupation as an employee or to be reemployed by the city in some other position for which he is suited or which is appropriate to his training and experience;
(2) *Refuses examination.* When the participant refuses to undergo a medical examination requested by the pension board of trustees; or
(3) *Age 65 years.* On the first day of the month coinciding with or next following the participant's 65th birthday.
(b) Upon the occurrence of the earliest of the above events, disability pension benefits shall cease, except that, if the event of subsection (a)(3) of this section occurs, payment of the normal retirement benefits shall commence on that date, in the same amount as the disability pension benefits.
(Code 1968, § 2-109; Ord. of 1-12-1970; Code 1981, § 2-191)

Sec. 2-337. Effect of state workers' compensation on disability benefits.
Any disability pension benefits received by a participant under the terms of this division as the result of an injury or illness compensable under the workers' compensation laws of the state shall be reduced by the amount of the workers' compensation payments actually received by the participant.
(Code 1968, § 2-110; Ord. of 1-12-1970; Code 1981, § 2-192)

Sec. 2-338. Benefits to cease upon reemployment; exceptions.
Any employee of the city who is receiving, or who shall receive, benefits under this division, and who is thereafter reemployed by the city or appointed to any position by the mayor or council bearing remuneration, shall cease to draw benefits during the period of reemployment. Upon termination of the reemployment, the benefits shall be restored. The provisions of this section shall not apply to any employee who receives remuneration as a result of being elected or appointed to an elective or appointed office in the city, nor to any employee reemployed by the city in a temporary capacity, so long as city earnings do not result in a reduction of the Social Security benefits actually received by the employee because the employee exceeded the earnings limit defined by Social Security for benefit reduction for postretirement earnings.
(Code 1968, § 2-111; Ord. of 1-12-1970; Code 1981, § 2-193; Ord. of 8-27-1990; Ord. of 4-25-1994; Ord. of 6-11-2007)

Sec. 2-339. Benefit assignment, transfer, etc.
No participant or beneficiary under the plan shall assign, transfer, hypothecate, encumber, commute or anticipate any interest he may have in payments, funds or contracts under this plan. No interest shall in any way be subject to any legal process, levy of execution, attachment or garnishment proceedings for the payment of any claim against the participant or any beneficiary under the plan, nor shall any such interest be subject to the jurisdiction of any bankruptcy court or insolvency proceedings.
(Code 1968, § 2-112; Ord. of 1-12-1970; Code 1981, § 2-194)

Sec. 2-340. Correction of payment errors.

Should any change or error in the records result in any member or beneficiary receiving from the plan more or less than he would have been entitled to receive had the records been correct, the pension board of trustees shall have the power to correct the error, and as far as practicable and just, to adjust the payments in a manner that the equivalent of the benefit to which the member or beneficiary was correctly entitled shall be paid.
(Code 1968, § 2-113; Ord. of 1-12-1970; Code 1981, § 2-195)

Sec. 2-341. Contributions.

(a) *Payroll deductions*

(1) *Amount.* For each year, while a participant of the plan, a participant shall contribute, by payroll deductions, an amount equal to 3 1/2 percent of his average actual monthly earnings as described in section 2-330 (effective May 1, 1994).

(2) *Employer contributions.* The city, pursuant to the provisions of section 414(h)(2) of the United States Internal Revenue Code (26 USC 414(h)(2)), shall pick up and pay the contributions which would otherwise be payable by the employee under this section. The contributions so picked up shall be treated as employer contributions for purposes of determining the amounts of federal income taxes to be withheld from the employee's compensation.

(3) *Employee contributions picked up by city.* Employee contributions picked up by the city shall be paid from the same source of funds used for the payment of compensation to an employee. A deduction shall be made from each employee's compensation equal to the amount of the employee's compensation picked up by the employer. This deduction, however, shall not reduce the employee's compensation for purposes of computing benefits under the retirement system pursuant to this division.

(4) *Employee contributions credited.*

a. Employee contributions shall be credited to a separate account within the employee's individual account so that the amount contributed prior to the effective date for the pickup of employee's contributions may be distinguished from the amounts contributed on or after the effective date.

b. The contributions, although designated as employee contributions, are being paid by the employer in lieu of the contributions by the employee. The employee will not be given the option of choosing to receive the contributed amounts directly instead of having them paid by the employer to the retirement system.

(b) *City contributions.* The city shall make such contributions as necessary to meet the requirements of the plan. Effective May 1, 1994, the city shall pick up the employee contributions by a reduction in current earnings. Such picked up contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code; however, the contributions so picked up shall be included in earnings for purposes of the plan. Participant contributions which are picked up shall be treated, for all purposes of this plan, in the same manner as participant contributions made prior to May 1, 1994.

(c) *Other contributions.* The pension board of trustees shall receive all appropriations, contributions and interest allowances as may be received from time to time by the city from the state or any other source, and designated specifically for employee pensions.

(d) *Withdrawal from plan.* A member who withdraws from the pension plan for any reason, other than retirement, death or disability, may request his accumulated contributions, plus interest, be paid to him after such date of withdrawal; provided, however, his contributions shall not be refunded to him earlier than 90 days after receipt of his application for the same. Interest shall be calculated using the prevailing Federal Reserve discount rate, plus three percent, on the date of request.

(e) *Death of ineligible member.* Upon the death of a member not eligible to retire under any provision of this division, his employee contributions shall be payable in a single sum to his designated beneficiary or his estate if no designation has been made, and submitted to the pension board.

(f) *Deferred compensation.* Each eligible employee not drawing any retirement benefits from the city as of February 1 of each year, who makes an irrevocable decision to join the deferred compensation plan, shall become a deferred compensation plan participant on February 1 of that same year and shall forfeit participation in the city employees pension plan. A member who withdraws from the pension plan in this manner shall have his accumulated

contributions paid to him after such date of withdrawal and he shall forfeit any other payments from the pension plan.
(Code 1981, § 2-196; Ord. of 10-12-1982, § 4; Ord. of 12-13-1982; Ord. of 7-11-1983; Ord. of 4-25-1994(2); Ord. of 12-11-1995; Ord. of 7-10-2000; Ord. of 5-12-2003)

Sec. 2-342. City paramedics transferred to county.
Notwithstanding any other provision of this division, all persons employed by the city as paramedics, who are transferred to the county emergency medical services department and who make a written election to remain in the city general employee pension plan, shall continue to be considered eligible employees within the meaning of the pension plan as long as they are employed by the county emergency medical services department. All pension benefits for any such paramedic shall be calculated as if the paramedic had remained a city employee during his employment with the county emergency medical services department.
(Code 1981, § 2-197; Ord. of 8-26-1991)

Sec. 2-343. Limitation on benefits.
To the extent necessary, the participant's benefit under this plan and all plans of the city shall be limited in accordance with section 415 of the Internal Revenue Code (26 USC 415) and the regulations thereunder, and such code section and regulations shall hereby be incorporated herein.
(Code 1981, § 2-198; Ord. of 7-26-1993, § 7)

Sec. 2-344. Distributions.
All distributions from this plan shall be made in accordance with section 401(a)(9) of the Internal Revenue Code (26 USC 401(a)(9)) and the regulations thereunder, and such code section and regulations shall hereby be incorporated herein.
(Code 1981, § 2-199; Ord. of 7-26-1993, § 8)

Sec. 2-345. Maximum compensation.
The maximum earnings utilized for purposes of determining benefits shall be limited in accordance with section 401(a)(17) of the Internal Revenue Code (26 USC 401(a)(17)) and the regulations thereunder, and such code section and regulations shall hereby be incorporated herein.
(Code 1981, § 2-200; Ord. of 7-26-1993, § 9)
Secs. 2-346--2-360. Reserved.

Subdivision II. Board of Trustees

Sec. 2-361. Established; duties.
There is hereby established a pension board of trustees the duties of which shall be to manage the city employees pension plan.
(Code 1968, §§ 2-72, 2-89; Ord. of 1-12-1970; Code 1981, § 2-201; Ord. of 5-22-2000)

Sec. 2-362. Composition.
The pension board of trustees shall consist of the following persons:
(1) *Manager.* The city manager.
(2) *City officials.* Two elected city officials who shall be appointed by the council president, subject to confirmation of a voting majority of the city council at its annual meeting.
(3) *Participants.* Three participants or retired participants of the plan who shall be elected by the participants and retired participants of the plan.
(4) *Finance director/treasurer.* The city finance director/treasurer.

(5) *Election.*
(a) Such election shall be for three-year staggered terms, beginning July 1 and ending June 30 three years later. A regular election for filling these positions will be held the third week of June each year.
(b) In the first week of April of each year, the city clerk shall notify those eligible to vote of the exact time and place of the election. Any general employee pension plan member that is eligible to vote and appears on the listing of qualified voters who will be unable to appear at the polling place on the date and time of the election may cast his or her vote by absentee ballot in the general employee(s pension plan election for the following reasons: 1) armed forces, 2) public service, 3) occupation, 4) sickness, 5) disability, 6) religion, 7) vacation, or 8) residency outside of the Dover area which makes it infeasible to vote in person.
(Code 1968, §§ 2-89, 2-90; Ord. of 1-12-1970; Code 1981, § 2-202; Ord. of 5-10-1982; Ord. of 8-23-1982; Ord. of 11-26-1990, § 5; Ord. of 4-25-1994; Ord. of 5-22-2000; Ord. of 10-8-2007(1))

Sec. 2-363. Term of office of members.
The term of office of each member of the pension board of trustees, except the city finance director/treasurer, city manager, and elected city officials, shall commence on the first day of the month following his election and continue for a period of three years or until his successor shall be elected and qualified.
(Code 1968, § 2-91; Ord. of 1-12-1970; Code 1981, § 2-203; Ord. of 8-23-1982; Ord. of 4-25-1994; Ord. of 5-22-2000)

Sec. 2-364. Officers and ex officio members.
The pension board of trustees shall elect a chairperson, a vice-chairperson who shall serve when the chairperson is absent, a secretary and a treasurer or fiscal agent designated by the pension board. The city finance director/treasurer shall be the pension fund treasurer and his bond shall cover all monies deposited with him.
(Code 1968, § 2-1992; Ord. of 1-12-1970; Code 1981, § 2-204; Ord. of 4-25-1994; Ord. of 5-22-2000)

Sec. 2-365. Vacancies.
If a vacancy occurs in the offices of the pension board of trustees, the vacancy shall be filled for the unexpired term within 60 days and in the same manner as the office was originally filled. Should a member of the pension board of trustees cease to be in the employ of the city, other than by retiring in accordance with this division, his office as a member of the board shall be declared vacant.
(Code 1968, § 2-95; Ord. of 1-12-1970; Code 1981, § 2-205; Ord. of 5-22-2000; Ord. of 10-8-2007(2))

Sec. 2-366. Compensation of members.
Members of the pension board of trustees shall serve without compensation.
(Code 1968, § 2-89; Ord. of 1-12-1970; Code 1981, § 2-206; Ord. of 5-22-2000)

Sec. 2-367. Meetings.
The pension board of trustees shall make all rules as to the time and place of meetings; and a majority of its membership shall be required to transact pension board business.
(Code 1968, § 2-94; Ord. of 1-12-1970; Code 1981, § 2-207; Ord. of 5-22-2000)

Sec. 2-368. Powers.
The pension board of trustees, in administering the pension plan, shall have the following powers in carrying out the purposes thereof:
(1) *Payment of funds.* To pay funds to those entitled to receive them. The pension board chairperson shall sign all vouchers for the disbursements of the funds and his written order shall fully protect the pension board treasurer or fiscal agent designated by the pension board in the payment of those funds;
(2) *Purchase annuity contracts.* To purchase and pay the costs of group annuity contracts from any insurance

company for the benefit of participants;
(3) *Employment of agents, employees, etc.* To employ agents, employees or experts to assist the pension board of trustees in carrying out the provisions of this division, including an agent to advise and make recommendations concerning the investment of funds, and to pay reasonable compensation for those services, and the compensation may be paid from income or corpus of the pension fund or by direct appropriation by the city council as the pension board of trustees and the city council may determine;
(4) *Investments.* To invest and reinvest money in the pension fund, without any limitation, in United States or state municipal bonds or group annuity contracts. Money in the pension fund may also be invested and reinvested in other types of bonds, stocks, and securities to the extent the pension board of trustees may deem best and as is not prohibited by any law now or hereafter in force limiting the investments of the trustees. The pension board of trustees may from time to time change the investments of the fund and, to this end, may make sales of any investment privately, without advertisement and without the necessity of any court order, upon the terms that the pension board deems proper. The funds and investments may also be from time to time turned over to and placed in the custody of any fiscal agent designated by the pension board;
(5) *Contracts.* To generally contract in matters relevant to effectuating and achieving the purposes of this plan;
(6) *Pension benefits.* To receive and pay out pension benefits in accordance with the provisions of this division, or designate a fiscal agent to receive and pay out the pension benefits;
(7) *Rules and regulations.* To make rules and regulations as may be necessary to effectuate this division.
(Code 1968, § 2-93; Ord. of 1-12-1970; Code 1981, § 2-208; Ord. of 5-22-2000; Ord. of 5-12-2003)

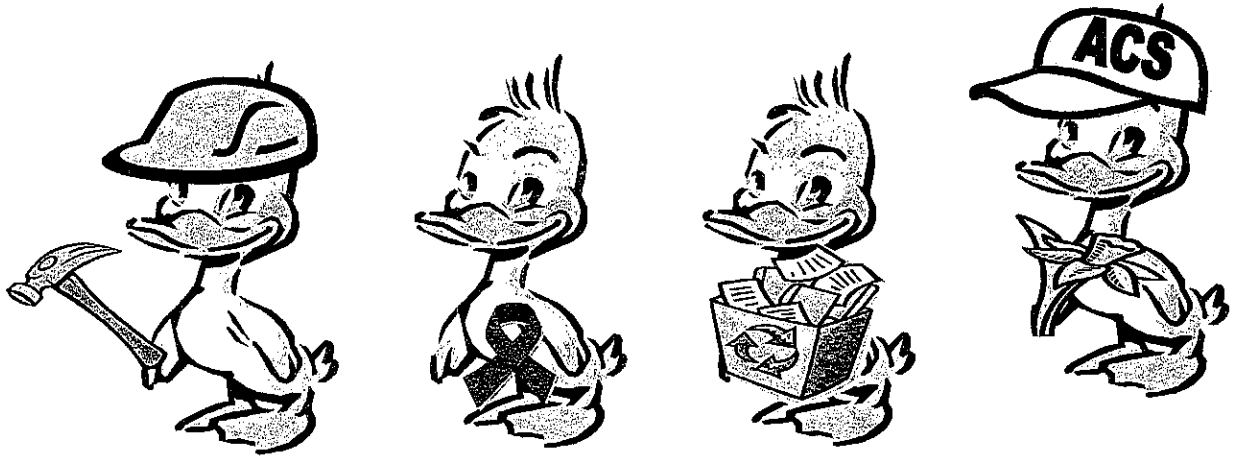
Sec. 2-369. City solicitor to render legal services.
The city solicitor shall render whatever legal service the pension board of trustees shall require.
(Code 1968, § 2-115; Ord. of 1-12-1970; Code 1981, § 2-209; Ord. of 5-22-2000)

Sec. 2-370. Appeals.
Any employee dissatisfied with the action of the pension board of trustees shall have the right to appeal to the city council within 30 days from the date of formal notification of that action.
(Code 1968, § 2-116; Ord. of 1-12-1970; Code 1981, § 2-210; Ord. of 5-22-2000)
Secs. 2-371--2-390. Reserved.

BONUS PROGRAM

"DUCS in a Row" (Doing Useful Community Service) Program

- Individual or Group Reward for volunteering time to perform community services.
- All employees (individuals or groups) are eligible.
- Submissions are considered for up to six months from time of submission. After six months, resubmission for the same community service is possible.
- Awards include a Mayoral Proclamation or recognition by City Council at a public meeting.



FOR MORE DETAILS SEE BONUS PROGRAM POLICY

NOMINATIONS SHOULD BE SUBMITTED TO THE H.R. DEPARTMENT

BONUS PROGRAM

BREATHE PROGRAM

- Individual Rewards for ending tobacco use.
- All employees that have been active tobacco users for a year or more are eligible. (Part-time employees earn a prorated award.)

Rewards:

Tobacco Free Time	Rewards
45 Consecutive Days Tobacco Free	$20.00 Gift Card to a grocery store within Dover
6 Consecutive Months Tobacco Free	Dinner for 2 at a restaurant within Dover
1 Complete Year Tobacco Free	$100 Savings Bond
2 Complete Years Tobacco Free	$200 Savings Bond



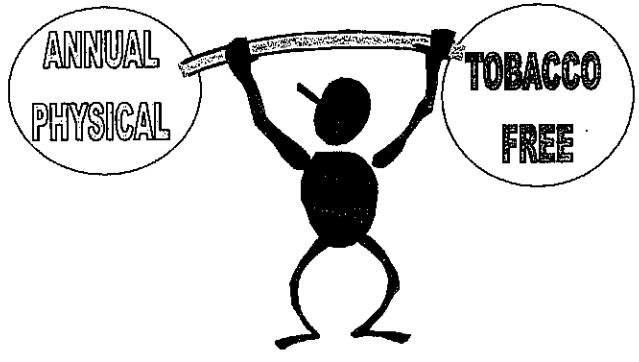
FOR MORE DETAILS SEE BONUS PROGRAM POLICY

CONTACT THE HUMAN RESOURCES DEPARTMENT TO ENROLL

BONUS PROGRAM

SHAPE PROGRAM
(So Have A Physical Exam)

- Individual Rewards for maintaining a healthy weight, keeping an annual physical exam, and living a tobacco free life.
- All Full-time employees who are within the normal BMI range, have an annual physical exam, and live tobacco free are eligible. Part-time employees that fit this category may earn a prorated award. (An employee that misses an annual physical is not eligible to participate again for 12 months.)
- Cash awards include $50 added to the first pay after the annual evaluation. $100 added to pay for every five year anniversary of staying in the program.



NORMAL BMI

FOR A COPY OF THE BMI CHART,
PLEASE CONTACT THE H.R. DEPT. AT 736-7073

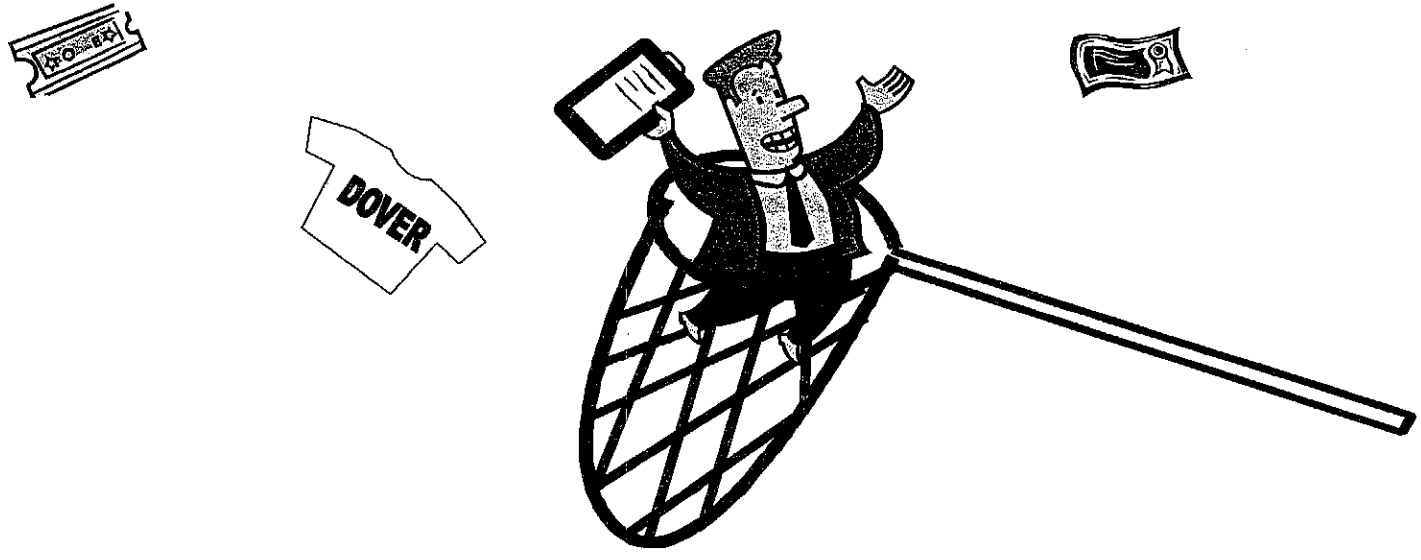
FOR MORE DETAILS SEE BONUS PROGRAM POLICY

CONTACT THE HUMAN RESOURCES DEPARTMENT TO ENROLL

BONUS PROGRAM

Caught Doing It Right Program

- Promotes employee productivity and creativity by providing a tangible reward for notable contributions to the City.
- All employees caught doing the right thing, in the right way, at the right time by their management that is seen as providing noteworthy value to the City are eligible. For example, constructive participation in completing unplanned projects.
- Awards include City merchandise, gift certificates, movie tickets, non-perishable gifts, etc. that do not exceed $75 in value. Awards are limited to $150 of rewards per person a fiscal year.



FOR MORE DETAILS SEE BONUS PROGRAM POLICY

NOMINATIONS SHOULD BE FORWARDED TO THE HUMAN RESOURCES DEPARTMENT ON THE CAUGHT DOING IT RIGHT SUBMISSION FORM

BONUS PROGRAM

STOP PROGRAM
(Sensibly Taking Off Pounds)

- Individual Rewards for losing excess Weight.
- All employees above the minimum BMI (Body Mass Index) weight range are eligible.
- Awards include one hour of time off for every pound lost – to be taken within sixty (60) days with supervisory approval.
- Weigh-in once per month.



FOR MORE DETAILS SEE BONUS PROGRAM POLICY

CONTACT THE HUMAN RESOURCES DEPARTMENT TO ENROLL

City of Dover Personnel Policy

(Employee Handbook)

Updates

July 2004

The City of Dover Personnel Policy is *not* a contract of employment. The Personnel Policy is intended to provide guidance and direction in regards to the employee/employer relationship within the City of Dover.

My signature below indicates that a representative of the City of Dover has explained that the City of Dover Personnel Policy is not a contract of employment. The Personnel Policy is intended only to provide guidance and direction in regards to the employee/employer relationship within the City of Dover. A copy of this signed notice will be placed in the employee's personnel file indicating that I agree that this Personnel Policy in no way indicates a contract of employment.

Employee's Signature: _____

Date: _____

City Representative Signature: _____

Date: _____

City Representative Title: _____

Original signed copy is located in employee's personnel file.

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The City of Dover Personnel Policy is *not* a contract of employment. The Personnel Policy is intended to provide guidance and direction in regards to the employee/employer relationship within the City of Dover.

ARTICLE I

IMPLEMENTATION OF THIS POLICY

SECTION 1. CONFLICTING POLICIES REPEALED

All policies, ordinances or resolutions that conflict with the provisions of this policy are hereby repealed.

SECTION 2. SEPARABILITY

If any provision of this policy or any rule, regulation or order thereunder of the application of such provision to any person or circumstances is held invalid, the remainder of this policy and the application of such remaining provisions of this policy of such rules, regulations or order to persons or circumstances other than those held invalid will not be affected thereby.

SECTION 3. VIOLATIONS OF POLICY PROVISIONS

An employee violating any of the provisions of this policy shall be subject to suspension and/or dismissal, in addition to any civil of criminal penalty, which may be imposed for the violation of the same.

SECTION 4. EFFECTIVE DATE

This policy shall become effective **July 12, 2004** upon the approval of City Council.

ARTICLE II

ORGANIZATION OF PERSONNEL SYSTEM

SECTION 1. PURPOSE

Policies are defined as the basic rules which guide administrative action to accomplish the organization's objective. Well conceived policies, consistently and fairly administered, have greatly contributed to the success of many organizations.

This Personnel Policies Employee Handbook contains those policies adopted by and for the City of Dover. Its intended use is to inform all covered employees of their rights, benefits and responsibilities and to assist the City administrative group, department heads and supervisory personnel in seeing that the goals and objectives of the City are met.

Changes with this handbook (i.e. additions, deletions or revisions) will be dated and communicated to all affected employees.

SECTION 2. COVERAGE

This handbook shall apply to all employees of the City of Dover. When an aspect of either this policy or a manual of Department Rules conflicts with the terms and conditions of an employee labor agreement approved by City Council then the employee labor agreement takes precedence.

SECTION 3. DEFINITION OF TERMS

Part-time Employee: An employee, either regular or temporary, who is appointed to a position and is regularly scheduled to work fewer than 37.5 hours weekly.

Full-time Employee: An employee, either regular or temporary, who is regularly scheduled to work 75 or 80 hours biweekly for employees regularly scheduled to shift work or 37.5/7.5 hours or more per workweek/workday for non-shift workers.

Regular Employee: A person appointed/selected to serve in a position for an undetermined duration subject to probationary requirements.

Temporary Employee: A person appointed/selected to serve in a position for 180 calendar days or less.

On-Call Employee: A person who is to be available to work when a full-time regular employee is unavailable (for example, Relief Fire Dispatchers).

Completed Year: A period of twelve calendar months in which the employee is on active pay status or is on Worker's Compensation leave.

Completed Month: Any month in which an employee for one half (1/2) of the workdays either works, is on approved leave with pay, is on Worker's Compensation leave or any combination of these.

Active Pay Status: Any employee who is eligible to receive a biweekly paycheck, except those on terminal leave.

SECTION 4. MERIT PRINCIPLE

All appointments, promotions and other personnel transactions

shall be made on the basis of knowledge, skills and abilities, as stated in the job description for the position.

The above section is subject to employee labor agreements, if applicable.

ARTICLE III

The Pay Plan

Section 1. ADOPTION

The position classification plan and salary ranges that were developed by the Public Administrative Service (PAS) is hereby adopted as the position classification plan for the City and can be obtained from the Human Resources Department. Bargaining positions are indicated in employee labor agreements.

SECTION 2. MAINTENANCE OF THE PAY PLAN

The pay plan is intended to provide equitable compensation for all positions when considered in relation to each other; to general rates of pay for similar employment in the private sector and in the other public jurisdictions in the area; to changes in the cost of living; to financial conditions of the City and other factors. To this end the City Council shall from time to time consider studies of all factors affecting the level of salary ranges and consider such changes in salary ranges as warranted.

The above section is subject to employee labor agreements, when applicable.

SECTION 3. USE OF SALARY RANGES

For non-bargaining positions, salary ranges are intended to furnish administrative flexibility in recognizing individual performance among employees holding positions in the same class by rewarding employees for meritorious service. The following general provisions will govern the granting of the pay increments:

(a) The minimum rate established for the class is the

normal hiring rate, except in those cases where unusual circumstances appear to warrant appointment at a higher rate. Appointments above the minimum rate may be made with the approval of the City Manager when deemed necessary in the best interest of the City. Above the minimum appointments will be based on such factors as the qualifications of the applicant being higher than the desirable education and training for the class, a shortage of qualified applicants available at the minimum step and the need to offer qualified applicants above the minimum steps to secure his/her employment.

(b) All factors affecting an employee's performance shall be considered in determining whether or not the employee shall receive an increase or be retained at the current rate. The performance evaluation shall cover a full year of active service. This provision is for bargaining and non-bargaining positions.

(c) The date for the performance evaluation described in subparagraph (b) above shall be the annual anniversary of an employee's employment date or date of change *of* position. This procedure applies to all bargaining employees. Another date for a new employee may be designated when deemed necessary in the best interest of the City, and shall be based on such factors as the qualifications of the new employee being higher or lower than the desirable education and training for the class, a shortage of qualified applicants for the job and the need to offer qualified applicants another review date other than their employment date to secure their employment.

SECTION 4. PAYMENT AT A LISTED RATE

All non-bargaining employees covered by the PAS salary plan shall be paid at a listed rate within the salary ranges established for their respective job classes except for employees in a trainee status or whose present salaries are above the established maximum rate following transition to a new pay plan or a reclassification.

Non-exempt hourly employees who work a forty (40) hour week

and an eight (8) hour day or a thirty seven and a half (37.5) hour work week and a seven and a half (7.5) hour day shall be paid at a hourly rate within the salary ranges established for their respective job classes.

Non exempt salaried employees who work a forty (40) hour week and an eight (8) hour day or a thirty seven and a half (37.5) hour work week and a seven and a half (7.5) hour day shall be paid at the listed weekly rate within the salary ranges established for their respective job classes.

Exempt salaried employees who work a forty (40) hour week or a thirty seven and a half (37.5) hour work shall be paid at the listed weekly rate in the salary ranges established for their respective job classes.

The above section is subject to employee labor agreements, when applicable.

SECTION 5. SALARY OF A TRAINEE

An applicant hired or an employee promoted to a position in a higher class, who does not meet all the established requirements of the position, may be appointed at a rate in the pay plan below the minimum established for the position. An employee will remain on the trainee step until the department supervisor certifies that the trainee is qualified to assume the full responsibilities of the position, subject to employee labor agreement.

SECTION 6. PAY RATES IN PROMOTION, DEMOTION, TRANSFER, RECLASSIFICATION AND UPGRADING

When an employee is promoted, demoted, upgraded, transferred or reclassified, the rate of pay for the new position will be established in accordance with the following rules:

(a) An employee who is promoted shall receive a minimum 5% increase or an increase to the minimum step of the new pay range, whichever is higher.

(b) An employee who is demoted to a position for which he/she is qualified shall receive a salary or hourly rate in the lower pay range.

(c) An employee transferring from a position in one class to a position in another class assigned the same pay range shall continue to be paid at the same rate.

(d) An employee whose position is reclassified to a class having a higher salary range shall receive a minimum 5% increase or an increase to the minimum step of the new pay range, whichever is higher. If the employee's position is reclassified to a lower pay range and the result is that the employee will receive a rate of pay above the maximum established for the new class, that employee will be ineligible for merit pay adjustments until such time that the employee either receives a promotion or benefits from a general class-wide pay increase thereby bringing the employee's rate of pay to or below the maximum rate established for the class.

(e) An employee who is temporarily upgraded and becomes eligible for a pay increase must wait thirty (30) calendar days from the time of his/her upgrade before the increase goes into effect. The increase will take effect on the 31st calendar day. The employee shall receive a minimum one step pay increase or an increase to the minimum step of the range of the position that he/she is filling, whichever is higher, until the employee is downgraded. The City Manager reserves the discretion to give pay increases without the above guidelines being satisfied.

SECTION 7. PAY RATES IN SALARY RANGE REVISIONS

When a change in pay range is approved for a class of positions, employees whose positions are allocated to that class may have their salary or hourly rate raised or left unchanged.

(a) Depending upon the financial condition of the City, when a class of positions is assigned to a higher pay range, each employee in that class shall receive at least a pay increase to the minimum starting of the new pay range. If the employee's current rate of pay is within the new range, the employee will retain his or her current salary.

(b) When a class of positions is assigned to a lower pay range, the salaries of employees in that class will remain unchanged. If this assignment to a lower class results in an employee being paid at a rate above the maximum step established for the new class, that employee will be ineligible for merit pay adjustments until such time that the employee either receives a promotion or benefits from a general class-wide pay increase thereby bringing the employee's rate of pay to or below the maximum rate established for the class.

SECTION 8. PAY FOR PART-TIME WORK

The Pay Plan established by this policy is for full-time service. An employee appointed for less than full-time service shall be paid a prorated amount determined by converting the established salary to an hourly rate.

The above section is subject to employee labor agreements, when applicable.

SECTION 9. OVERTIME

Overtime work shall be that work performed by a non-exempt hourly or salaried full-time employee who either exceeds eight (8) hours per workday or forty (40) hours per workweek or which is accomplished on an unscheduled workday provided however that no fulltime employee shall be paid twice at an overtime rate for the same hours (pyramiding). Non-exempt hourly or salaried employees who work a seven and a half (7.5) hour workday or thirty-seven and a half (37.5) hour workweek will not receive overtime compensation until hours exceed eight (8) hours per day or forty (40) hours per week.

Overtime work shall be the work performed by a part-time employee which exceeds an eight (8) hour workday or forty (40) hour workweek provided that no part-time employee shall be paid twice at an overtime rate for the same hours (pyramiding).

For the purpose of computing overtime pay, time spent on vacation, holidays, earned sick leave, military leave, jury duty and bereavement leave shall be considered hours worked. Terms

subject to employee labor agreements. Lost time due to other types of leave such as personal business, unexpected absence and lateness shall not be considered as hours worked. No employee shall be authorized to work overtime (except when necessary in the interest of the City) on the same day that an employee has spent time on leave, with or without pay.

In order for an employee to be eligible for overtime the following provisions apply:

(a) the work is of a regularly scheduled nature and is approved by the Department Head or the authorized representative of the Department Head,

(b) the work is of a unusual, unscheduled or emergency nature and is directed by the Department Head or the authorized representative of the Department Head,

(c) Compensatory time off shall be taken within ninety (90) days from the time it is earned.

In determining whether an employee will receive compensatory time or monetary payment for overtime it is the discretion of the Department Head unless the employee labor agreement for the position the employee occupies indicates otherwise. The employee and Department Head must reach a mutual agreement prior to the overtime occurring.

For non-bargaining employees the following guidelines apply:

When a non-bargaining, nonexempt employee is required to work overtime he or she will be compensated with time off at the rate of one and one half times the overtime hours worked or paid for such time on the basis of one and one half times their regular hourly rate for the overtime hours worked provided that:

(a) the employee and Department Head or authorized representative of the Department Head must reach a mutual agreement concerning receiving pay or Comp-time prior to the performance of overtime work.

(b) the work is of a regularly scheduled nature and is approved by the Department Head or authorized

representative of the Department Head prior to the work being performed.

(c) the work is of an unusual, unscheduled or emergency nature and is directed by the Department or an authorized representative of the Department Head.

(d) compensatory time off should be scheduled and taken within ninety (90) days from the time it is earned. The Department Head must approve the compensatory time schedule. If earned compensatory time is not taken within ninety (90) days, the City will have the option of paying overtime to the affected employees.

(e) the Department Head or person designated by the Department Head will keep records of compensatory time earned for all non-bargaining, nonexempt employees in his or her Department.

When a non-bargaining, exempt employee is required to work overtime he or she will be compensated with time off at the rate of one times (1 overtime hour = 1 comp-time hour) the overtime hours worked provided that:

(a) the work is of an unusual, unscheduled or emergency nature and must be completed at a specific time in order to meet a deadline or specific request from an outside agency or authority.

(b) compensatory time off should be taken within ninety (90) days from the time it is earned. Council Appointees and City Manager Department heads may work a flexible work schedule to accomplish receiving the earned comp-time. If the compensatory time is not taken in ninety (90) days, non-bargaining exempt employees will forfeit the time.

(c) the Department Head or person designated by the Department Head will keep records of compensatory time earned for all non-bargaining, exempt employees in their Department.

SECTION 10. SHIFT DIFFERENTIAL PAY

The above section is subject to employee labor agreement.

SECTION 11. ON CALL PAY

The City shall provide compensation to exempt and non-exempt hourly and salaried employees scheduled for "on-call" service after hours, weekends and holidays on a full seven (7) day cycle.

The method of reimbursement for the service shall be:

(a) The City shall pay an additional seven (7) hours straight time over and above the normal forty (40) hours worked for an employee assigned "on call" for the week, even if he/she is not called to work. This "on call" pay is computed and should be shown on the biweekly time sheet as one (1) straight time hour per day.

(b) The paid "call-out" time shall be no less than two hours for each separate "call-out." If an employee is on a "call-out" and another trouble call is reported to him/her, this shall be treated as the same "call-out." Only when the employee has returned home and is again called-out shall a new "call-out" be reported. The time spent on a "call-out" begins when the employee reports to the work place or gets to the City vehicle, if it was not taken home. The "call-out" time must be recorded on the biweekly time sheet in the on-call overtime column.

(c) Any trading of "on call" duty between employees must be approved in writing by the Supervisor of the employee who was originally assigned for duty. The assigned "on call" employee shall be the only employee that reports "call-out" time under this policy. Obviously, other personnel may be "called-out" during times of emergencies and their overtime pay shall be determined under Sections 9 and 12 of this Article. Trading of on-call duty is permitted, however subject to department policies.

(d) The employee subject to "on-call" shall be responsible to assure that the phone number listed under their name, with the Dispatch Center, is correct and current. Any employee scheduled and assigned to "on-call" duty who is found to be unavailable when called at the phone number listed with the Dispatch Center of their

department will be subject to disciplinary action by the Department Head; including loss of one week "on-call" pay.

(e) Written approval must be obtained in order to trade on-call shifts. Approval must be received prior to the trade. The person who is actually on-call is the employee who is to be reported to payroll.

(f) Exempt employees shall receive comp-time at straight time for the hours that they are called out. The City Manager must approve all on-call statuses. In general, on-call status shall not be provided to Department heads, division heads or management who may from time to time be called in on extraordinary circumstances. Approved by City Council on January 12, 2009.

The above section is subject to employee labor agreements, when applicable.

SECTION 12. CALL BACK PAY

Any City employee eligible to receive overtime compensation under this policy who is not "on-call" will be guaranteed a minimum payment of two hours of wages for being called back to work outside of normal working hours; provided that the employee who is called back goes home again before the next regular work time.

The above section is subject to employee labor agreement, when applicable.

SECTION 13. LONGEVITY PAY

Longevity pay shall apply to all regular employees working twenty or more hours per week hired prior to July 1, 1980. Such pay shall be based on the following schedule:

Number of Years Continuous Service	Amount of Weekly Increase
9	+.10/hr or $4.00/wk
12	+.10/hr or $4.00/wk

15	+.10/hr or $4.00/wk
20	+.10/hr or $4.00/wk
25	+.10/hr or $4.00/wk

Upon completion of 9, 12, 15, 20 and 25 continuous years of service, an employee shall receive the appropriate adjustment in base pay.

SECTION 14. VACATION SELL BACK

A regular employee may, during the month of December, sell back to the City unused vacation in accordance with the following schedules:

REGULAR FULL-TIME EMPLOYEES

Number of Vacation Days Earned Per Year	Number of Days Eligible to Sell Back
12	5
18	5
21	10
24	10

REGULAR PART-TIME EMPLOYEES

Number of Vacation Days Earned Per Year	Number of Days Eligible to Sell Back
6	2.5
9	2.5
10.5	5
12	5

The payment in lieu of vacation shall be made only in December each year and shall be deducted from the current calendar year's unused vacation leave. The employee will be paid based on his/her base salary plus cost-of-living increases and longevity increases at the date of the issuance of the sell back check.

This pay shall be at the City's option. The employee must request in writing to the employee's Department Head, prior to the submission of his/her Department's annual preliminary operating budget to the appropriate City official to reserve the option of pay in lieu of vacation in the budget. The normal City

"application for leave" form (COD004) must be completed at least two weeks in advance of receiving pay in December.

Pay in lieu of vacation shall not be considered pay for pension purposes. No employee pension contributions will be deducted, the City will not make pension contributions based on the pay and the pay shall not be used to compute pension benefits.

The above section is subject to employee labor agreements, when applicable.

SECTION 15. PAYROLL DEDUCTIONS

Federal and State Income Taxes, Social Security Tax, Medicare Tax, Dental, Life and Health Insurance Premiums, Credit Union Contributions, United Way contributions, Public Employees Benefit Services Corporation Contributions (PEBSCO), International City Management Association Contributions (ICMA), U.S. Savings Bonds, pension contributions, Flexible Spending, Union Dues and any other deduction that is court ordered will be deducted at each pay period as authorized by law or by the employee.

SECTION 16. PAY DAY

Payday falls on Friday for all employees. Should a regular payday fall on a holiday, paychecks shall be issued on the work day that precedes the holiday. Direct Deposit of paychecks is a condition of employment effective July 12, 2004.

SECTION 17. PAY PERIOD

All employees shall be paid biweekly. The pay period shall be from 12:01 a.m. Sunday to 12:00 p.m. Saturday.

SECTION 18. TRADING OF REGULARLY SCHEDULED HOURS

Effective April 9, 2003 employees will not be permitted to trade regularly scheduled hours unless stated otherwise in the labor agreement that represents the employee.

ARTICLE IV

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

The City of Dover is committed to providing equal employment opportunities to all citizens and maintaining a high quality workforce that draws upon the talents of our diverse citizenry to effectively operate our City government. Through sound recruitment, promotion, and retention practices Dover will continue to strive for a workforce that reflects the diversity of the City's population.

SECTION 1. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION POLICY

It is the policy of the City to promote and foster equal employment opportunities, nondiscrimination, and a work atmosphere that fosters mutual respect and understanding among persons of different races, sexes, and faiths. The City of Dover shall provide equal opportunity to all qualified individuals in recruitment, hiring and promotion practices and shall assure that no one shall suffer discrimination or harassment by a City employee on the grounds of race, color, religion, sex, sexual orientation, physical handicap, age or national origin. Applicants with physical handicaps shall be given equal consideration with other applicants for positions when the City is able to make reasonable accommodations to help them perform the essential functions of their duties.

SECTION 2. GENERAL IMPLEMENTATION

All personnel responsible for recruitment and employment shall periodically review the implementation of this policy and relevant practices to assure that equal employment opportunity based on reasonable performance related job requirements are being actively observed. This will ensure that no employee or applicant for employment shall suffer discrimination based on age, sex, race, color, religion, national origin, sexual orientation or physical handicap. Notices with regard to equal employment matters shall be posted in conspicuous places on City Government premises where notices are ordinarily posted.

SECTION 3. COMMUNICATION

A. <u>Internal</u>

This policy shall be thoroughly disseminated and discussed at new employee orientation and management training programs.

This shall be the City's policy, and efforts to achieve the City's objectives in this area shall be published in an informational brochure and given to employees annually.

The intent of this policy and program and the individual responsibility for effective implementation of same shall be explained to staff, management and supervisory personnel.

Equal employment opportunity and affirmative action posters shall be prominently displayed in places readily accessible to both employees and applicants.

All employment advertising shall display the tag lines: "An Equal Opportunity Employer" or its equivalent.

B. External

All sources of applicants for employment shall be notified annually in writing of the City's policy. These sources shall be requested to actively recruit and refer minority, female and handicapped applicants for positions listed.

The City of Dover shall notify minority, female and handicapped organizations, community agencies, community leaders, secondary schools and colleges of the City's policies of non-discrimination and equal employment opportunity, and the Affirmative Action policy.

Section 4. RESPONSIBILITIES FOR IMPLEMENTATION

A. Human Resources Director

1) The Human Resources Director of the City of Dover shall serve as the Equal Employment Opportunity Officer and be responsible for implementation of this plan. The department head of each City department shall be

responsible for their department and shall be accountable for implementing the City's policy.

2) The Human Resources Director shall be responsible for auditing and continually reviewing the City's hiring practices and employee behavior with respect to the Policy. The City Manager shall be notified of any complaints initiated against the City and any requests from private organizations and people wishing to discuss our employment practices.

3) The Human Resources Director shall have a complaint procedure to permit and encourage employees to discuss with the Human Resources Director any problem resulting from alleged bias, discrimination, lack of employment opportunity or any similar matter.

B. Human Relations Commission

The City of Dover has a Human Relations Commission whose purpose is to make recommendations to the City Council on ordinances which would support inclusiveness and civility, and to engage in education and advocacy for bettering human relations. The Human Relations Commission should be consulted from time to time on progress of this policy, and shall be given opportunities to educate the work force on bettering human relations.

SECTION 5. INDENTIFICATION OF PROBLEM AREAS

A continuing analysis will be made by City Council and the City Manager to determine the composition of the work force, the applicants for employment, and the results of employment activities. The selection process including position descriptions, application forms, interviews, test procedures (if applicable), test validity, referral procedures, final selection process, as well as transfer and promotion practices shall be constantly monitored to assure equal opportunity.

SECTION 6. RECRUITMENT

The City of Dover will continue to make special efforts to convince minority, female and handicapped individuals in the community that the City offers equal opportunity and a congenial employment environment. In this connection, effective communication will be maintained with the State Human Relations Commission and the State Employment Office to encourage minority individuals to seek employment with the City of Dover.

The City maintains continual personal contact with those having the most access to minority groups and handicapped individuals. These sources include school principals, community leaders, college career advancement offices, religious leaders and heads of minority groups. Referral to the City of Dover for employment is encouraged.

Moreover, to broaden the recruitment base with respect to placing minority, female and handicapped employees in professional categories, the City of Dover will communicate its needs to public and private employment offices emphasizing opportunities that are available. The City will continue to maintain relationships with all organizations which have as an objective the improvement of the employment opportunities for minority, female and handicapped persons.

In all employment advertising, the City of Dover will identify itself as an Equal Opportunity Employer, abiding by all the provisions of Title VII, Civil Rights Act.

A system of quotas shall not be utilized in the recruitment and selection of employees.

Minority, female and handicapped applicants for management and supervisory positions shall be energetically recruited in keeping with all the provisions and intent of this policy.

SECTION 7. ADVANCEMENT

Minority, female or handicapped employees who have previous experience or who have demonstrated abilities and qualifications comparable to other applicants shall be considered for promotional

opportunities--particularly where training or educational refund is to be afforded. They shall be encouraged to undertake training opportunities. The City has no formal training programs other than "on the job" training.

SECTION 8. INVOLOVEMENT IN COMMUNITY ACTIVITIES

The City shall be actively involved in community activities that are minority, female and handicapped oriented. Both elected and non-elected City Officials will donate their free time to minority organizations by giving talks/greetings or attending affairs sponsored by such groups.

ARTICLE V

RECRUITMENT AND SELECTION

SECTION 1. RECRUITMENT SOURCES

Recruitment sources including but not limited to newspapers, on-line recruiting services, employment agencies, job training and referral agencies and schools shall be advised periodically of the City's EEO policy. The City shall include among its recruitment sources the organizations and news media which are used by and are available to minority group applicants. Opportunities for employment with the City, including salary ranges, when appropriate, and employment qualifications for positions to be filled shall be publicized. Information on job openings and hiring practices shall be provided to recruitment sources. Individuals shall be recruited from a geographic area as wide as is necessary to ensure that well-qualified applicants are obtained for City service.

SECTION 2. JOB ADVERTISEMENTS

Employment advertisements shall contain assurances of equal employment opportunity and shall comply with federal and state statutes regarding discrimination in employment matters based on race, age, sex, color, sexual orientation, religion, national origin, and physical handicap.

SECTION 3. APPLICATION FOR EMPLOYMENT

With the exception of uniformed police officers, employment applications will only be accepted to fill positions which the City is actively seeking to fill, unless it is determined by the Human Resources Director that it is necessary to broaden representation of minority, female, or handicap employees in which case applications shall be accepted at any time. Applicants are told upon inquiry that applications will be kept under active consideration for six (6) months after the date of application, after which they will be placed in a reserve file (see Section 4 below).

Applications for uniformed police officers are accepted continuously and can be obtained at the Police Department.

Employment practices shall be applied consistently for all applicants and shall be put in writing in sufficient detail to facilitate administration by all employees assigned to work in that area. All citizens must be permitted to file. If qualified applicants are being referred to department supervisors, then all those persons with comparable qualifications shall be referred.

All applicants who are interviewed for a position with the City and not selected shall be told why they were not selected for the position.

The City of Dover will not use any testing procedures to screen applicants other than recognized validated tests.

SECTION 4. APPLICATION RESERVE FILE

Applications shall be kept in an active file for a period of not less than six (6) months. After six months, applications shall be kept in a reserve file for a period of thirty-six (36) months.

To the extent that it is practical, reference to these files shall be made periodically in connection with the City's employment requirements to ensure that equal consideration is given to all applicants.

SECTION 5. QUALIFICATION STANDARDS

A. Employees shall meet the employment standards established by the position classification plan and such other reasonable

minimum standards of character, aptitude and ability to meet the public need and physical condition as may be established by the City.

B. The City's policy includes the responsibility for insuring that the hiring qualifications for both entry level and promotional level jobs are fair and will continue to be fairly administered. Qualifications shall be reviewed periodically to assure that requirements conform to the actual job performance requirements. Qualifications and standards shall not be compromised. However, requirements particularly with regard to education, knowledge and experience, for each job shall be reasonable rather than excessive so as not to unwittingly discourage or eliminate minority, female or handicapped individuals whose backgrounds may be minimal in these areas from applying.

C. In keeping with both these responsibilities, the City may hire applicants who do not meet all minimum qualifications for particular jobs, provided that the deficiencies are such that they can be eliminated through orientation and on-the-job training.

SECTION 6. TESTING

Tests administered by the City or by the Delaware Department of Labor for the City will conform to applicable legal regulations.

SECTION 7. APPOINTMENTS

It is the policy of the City to employ according to knowledge, skills and abilities as stated in the job description for the position subject to employee labor agreements, if applicable. To that end, the City shall use all available means to attract qualified candidates for employment and to make such investigations and examinations as are deemed appropriate to assess fairly the aptitude, education, experience, knowledge, skills, character, and other qualities required for positions in the service of the City. Uniformed police officers will be required to meet the standards set by the Counsel on Police Training (C.O.P.T).

It is the City's policy to promote career opportunities for its employees when possible. Therefore, when a current employee

applying for a vacant position is the best qualified candidate of all the applicants, that applicant shall be appointed to that position. All internal candidates shall be interviewed for positions for which they apply if they have the outlined qualifications.

When positions are to be filled, the City shall publicize opportunities for employment including the salary ranges, when appropriate, and employment qualifications for positions to be filled. At a minimum, job opportunities shall be publicized in a local newspaper and notice of vacancies shall be posted at designated conspicuous sites within City departments. The Human Resources Director shall also make available to the department heads for consideration current applications on file in the Human Resources Department.

The above section is subject to employee labor agreement, when applicable.

SECTION 8. PROBATIONARY PERIOD OF EMPLOYMENT

An employee appointed to a regular position other than a sworn police officer shall serve a probationary period of six (6) months. An employee appointed to a regular sworn police officer position shall serve a probationary period of twenty-four (24) months. An employee may be dismissed during the probationary period at any time the department head determines that the employee is not satisfactorily performing the assigned duties. A probationary employee that is terminated or voluntarily leaves during the probationary period will be credited with vacation days earned.

An employee serving a probationary period following initial employment in a full-time or part-time position shall receive all benefits provided in accordance with this policy with the following exceptions or as otherwise provided:

A. Employees may accumulate vacation and sick leave but shall not be permitted to take his or her leave during the first six (6) months of the probationary period unless the denial of such leave would create an unusual hardship.

B. Employees serving a probationary period following a promotion shall continue to receive all benefits provided in accordance

with this policy and under other supplementary rules and regulations and will be permitted to take vacation and/or sick leave prior to the end of the probationary period.

Before completion of the probationary period, the department head or department head representative shall indicate in writing to the Human Resources Director:

A. that the employee's supervisor has discussed the new employee's progress (accomplishments, strengths and areas of improvements) with the new employee,

B. whether the new employee is performing satisfactory work,

C. whether the probationary period should be extended provided that no employee shall remain on probation for more than one (1) year, other than a sworn police officer and

D. whether the employee should be retained in the present position or should be released, transferred or demoted.

A proper City of Dover performance evaluation form must be used.

The above section is subject to employee labor agreement, when applicable.

ARTICLE VI

TYPES OF APPOINTMENTS

SECTION 1. PROMOTION

(a) Candidates for promotion shall be chosen on the basis of existing or anticipated job openings, their qualifications and their work records without regard to age, sex, race, color, creed, religion, national origin, sexual orientation or physical handicap. Performance appraisals and work records for all personnel shall be carefully examined when there are position opening. Employees who are currently serving a probationary period of employment shall be eligible for promotions or lateral transfers.

(b) When a vacancy occurs, the Department Head or designated

supervisor in whose department the vacancy occurs shall review all applications, including those from current city employees.

The above section is subject to employee labor agreements, when applicable.

SECTION 2. DEMOTION

Any employee whose work in his/her present position is unsatisfactory or whose personal conduct is unsatisfactory may be demoted, provided the employee shows promise of becoming a satisfactory employee in another position. Such a demotion shall be preceded by warning procedures outlined in Article XV, Section 8. Any employee who wishes to accept a position with less complex duties and responsibilities may be demoted for reasons other than unsatisfactory performance of duties or failure in personal conduct.

If the demotion is for failure in performance of duties or failure in personal conduct, the employee shall be provided with a written notice citing the recommended effective date and reasons for demotion.

Representative causes for demotion because of failure in work performance and failure in personal conduct are listed in Article XV, Sections 8 and 9.

SECTION 3. TRANSFER

Any employee who has successfully completed a probationary period may be transferred to the same or similar class in a different department. In which case, the employee would be required to complete another probationary period. Any employee desiring to be transferred should make the request to the receiving department and inform the Human Resources Director.

As vacancies occur in other departments and if an employee wishes to be considered for transfer, the employee must complete the same paperwork as required by all interested applicants.

SECTION 4. TEMPORARY UPGRADING

To assure the orderly performance and continuity of municipal service, the City may find it necessary to temporarily upgrade employees on an acting basis to position of a higher rank. Temporary upgrading may be required in order to fill or compensate for temporary vacancies which may exist for any of the following reasons:

(a) A position is vacant and is scheduled to be filled by a regular full-time employee and a period of time is required so as to proceed with and complete the normal appointment procedure.

(b) A position is temporarily vacant, although regularly filled, because the regular employee is on vacation, sick leave, light duty, Worker's Compensation or some other approved leave of absence.

After having been upgraded under this policy for thirty (30) consecutive or more calendar days, an employee shall become eligible for a temporary upgrade pay increase on the thirty-first (31) calendar day. Pay increase shall be a minimum of 5% or the minimum starting salary of the position, which ever is greater.

The above section is subject to employee labor agreements, when applicable.

SECTION 5. EMPLOYEE EVALUATION

It shall be the policy of the City of Dover to evaluate all employees prior to their review dates and to recommend increases based on a satisfactory evaluation to be effective on the review date. An employee shall not receive an increase if this evaluation proves to be unsatisfactory.

The following guidelines shall be followed in this review:

1. Every regular employee shall be reviewed for a full year of service.

2. The Supervisor shall arrange to meet with the employee to discuss the employee's evaluation no later than two weeks prior to the employee's scheduled review date. For non-bargaining

employees, a supervisor shall arrange to meet with the employee no earlier then May 1 and no later than May 25 of each year.

3. The supervisor shall review the employees overall status, areas needing improvements as well as major strong points to the employee. The appropriate City of Dover Employee Evaluation form must be used.

4. It is recommended that the employee should be given a copy of the performance evaluation at least two (2) days prior to discussing the evaluation with the supervisor.

5. The supervisor shall request the employee's signature on the overall evaluation and, if, the employee meets the criteria of the Pay for Performance plan, a merit pay increase should be recommended to the appropriate Department Head. If such merit increase is granted, the increase shall be submitted on Pay for Performance Salary Calculation Worksheet, prior to the due date, to the Human Resources Department.

The above section is subject to employee labor agreement, when applicable.

ARTICLE VII

ETHICAL CONDUCT

SECTION 1. GIFTS AND FAVORS

(a) No employee of the City shall accept any gift, whether in the form of service, loan, thing or promise from any person who, to the employee's knowledge, is interested directly or indirectly in any manner in business dealings with the City.

(b) No employee shall grant, in the discharge of duties, any improper favor, service or thing of value.

SECTION 2. POLITICAL ACTIVITIES OF EMPLOYEES

(a) No employee of the City shall, directly or indirectly, contribute any money or anything of value to any candidate for nomination or election to any City office, to any City office candidate campaign or take active part in any City political campaign. The only exception to this prohibition is voting.

(b) A person holding a City position shall not, while performing official duties or using City equipment at the person's disposal by reason of his/her position, solicit in any manner contributions for any purpose. Also a person can not engage in any activity during working hours that impairs the efficiency of the position or presence during the working hours.

(c) A person holding a City position shall not, by the authority of the position, secure or attempt to secure in any manner for any other person an appointment, or advantage in appointment, to a City position or an increase in pay, or other advantage of employment, in any such position for the purpose of influencing the vote of that person, or for any other consideration.

(d) A person who supervises a City employee shall not directly or indirectly solicit the person supervised to contribute money, any thing of value or service, for any purpose not connected to said person's employment.

(e) Any person holding a City position who shall become a candidate for any elective office of the City of Dover, shall within sixty (60) days prior to the primary or general election voluntarily or automatically receive a leave of absence. This leave will be without pay and continue until the person is eliminated as a candidate. During this time the person shall perform no duties connected with the office or position so held.

(f) An employee shall terminate his/her employment with the City if appointed or elected to an elective office of the City prior to installation in the position or office.

Any violation of this section shall subject such employee to dismissal or other disciplinary action.

SECTION 3. OUTSIDE EMPLOYMENT

The work of the City will take precedence over other occupational interests of employees. All outside employment for salaries, wages, commission and self employment must be reported in writing to the employee's supervisor, who in turn will report to the City Manager or an appropriate City Official for review. The City Manager or the appropriate City Official will review such employment for possible conflicts of interest and/or impact upon the efficiency of the employee. Such request will be placed in the employee's personnel file located in the Human Resources Department. Conflicting outside employment or outside employment which inhibits an employee's efficiency will be grounds for disciplinary action, up to and including dismissal.

SECTION 4. INCOMPATIBLE ACTIVITIES

An employee shall not engage in any activity or enterprise which is incompatible with his/her duties as a City employee. The following activities shall be considered incompatible with City employment:

(a) Any activity or enterprise which involves the use, for private gain, of the City's time, facilities, equipment, supplies, badge, uniform, prestige or influence of a City office or equipment.

(b) Any activity or enterprise which involves the receipt or acceptance by the employee of any money or other consideration from anyone other than the City for performance of an act which the employee would be required to render in the regular course of City employment or as part of his/her duties as a City employee.

(c) Any activity or enterprise which involves the performance of an act in other than his/her capacity as a City employee which may be later subject, directly or indirectly, to the control, inspection, review, audit or enforcement by such employee or the employing agency.

(d) Any activity or enterprise which involves the employee's time such that it impairs attendance or efficiency in the performance of duties as a City employee.

SECTION 5. LIMITATION OF EMPLOYMENT OF RELATIVES

(a) Members of an immediate family shall not be employed at the same time if such employment would result in an employee directly or indirectly supervising a member of his/her immediate family.

(b) This policy shall not be retroactive as of April 5, 1984 and no action will be taken concerning those members of the same family employed in conflict with (a) above prior to April 5, 1984.

(c) Immediate family is defined for the purpose of this section as spouse, mother, father, guardian, children, sister, brother, grandparents, grandchildren plus the various combinations of half, step, in-law and adopted relationships that can be derived from those named.

SECTION 6. DISCIRMINATION AND HARASSMENT

No employee shall discriminate, harass, or use derogatory language toward any person on the grounds of race, color, religion, sex, sexual orientation, physical handicap, age or national origin.

ARTICLE VIII

CONDITIONS OF EMPLOYMENT

SECTION 1. UNEXPLAINED ABSENCE

Any absence of three (3) or more consecutive days without a call-in by any City employee may be deemed and held to be, a resignation by such member and accepted by such as the City.

SECTION 2. USE OF CITY SUPPLIES, EQUIPMENT AND VEHICLES

City equipment, materials, tools and supplies shall not be available for personal use nor be removed from City property except in the conduct of official City business.

An employee shall care for vehicles owned by the City in the same responsible way that an employee would care for his or her

personal vehicle. Lack of care can result in disciplinary procedures. Such vehicles are to be used exclusively for official City business, except when by special approval. Use of vehicles for commuting to and from work shall usually be limited to an employee who is subject to an emergency call back to work.

No individual shall operate or ride in a City vehicle except as is required for the conduct of City business.

SECTION 3. REPRESENTATION AND INDEMNIFICATION

REPRESENTATION: City employees, in any criminal or civil action against them arising from their official duties or from acts which were within the scope of employment and were not performed with wanton negligence or willful and malicious intent and do not arise out of official misconduct, bribery, robbery, receiving unlawful gratuities or other abuse of office or employment shall be entitled to have the City Solicitor appointed to represent their interest in the matter. The City Solicitor shall represent the person charged at all stages, trial and appellate, until final determination of the matter.

INDEMNIFICATION: In addition to the right of representation provided in the preceding paragraph of this Section, City employees who, but for the application of any provisions of the Constitutions or Laws of the United States or the State of Delaware to the contrary, would be entitled to immunity in accordance with 10 Del. C. S4010 et seq. shall be indemnified by the City of Dover against any expenses including attorneys fees and disbursements, judgements, fines and costs, actually and reasonably incurred by said person in defending against the action, suit or proceeding giving rise thereto provided, however, if the person seeking indemnification chooses to retain his/her own attorney rather than using the City Solicitor, he/she shall be responsible to bear all costs incurred thereby.

The right to indemnification shall automatically apply upon the final determination of any court or administrative tribunal of competent jurisdiction that no claim or cause of action existed, or, but for the application of the Constitutions or Laws of either the United States or the State of Delaware, that no such claim or cause of action would have existed, or upon a verdict or ruling in favor of the person. If a court or administrative tribunal shall

determine that no right to indemnification exists because the absence of any of the elements of immunity said determination shall be final and binding at such time as any and all rights or appeals from the decision giving rise to such determination shall have been exhausted. If for whatever reason, including a settlement agreed upon by the parties, the court or administrative tribunal having jurisdiction shall fail or refuse to make the determination required by this Subsection, then the indemnification shall only be granted as to the person upon the affirmative recommendation of a majority of members elected by Council.

SECTION 4. SURRENDER OF PROPERTY

An employee who is suspended, discharged, retiring or resigning shall be required to return to the City all items of equipment or uniforms owned by the City. Such items must be returned before issuance of the employee's final paycheck.

SECTION 5. TRAVEL EXPENSES

While traveling to an approved conference, training and business related travel of an employee shall be reimbursed for expenses based on the City of Dover's travel policy. Such policy can be obtained from the Finance Director.

SECTION 6. VEHICLE ACCIDENT

If any employee is involved in an accident involving a City vehicle or property which results in negligent damage, the employee may be required to reimburse the cost of repair or replacement of the City in full or part. All accidents shall be reported immediately to an employee's supervisor, the Police department for investigation as well as the Human Resources Department. The employee will be required to submit to a drug screening. The City of Dover will bear the cost of the screening. The Human Resources Department shall maintain an accident log by driver.

SECTION 7. PRE-EMPLOYMENT REQUIREMENTS

Each person to whom employment with the City is offered may be required to successfully pass a pre-employment physical, complete a background check and drug test at a City designated medical facility at the City cost before an appointment to such employment

becomes effective. For person offered employment with the City of Dover as a uniformed Police Officer, he or she will be required to pass a pre-employment physical.

SECTION 8. SUBSTANCE ABUSE POLICY

PURPOSE

It is expected that all employees will maintain an appropriate level of fitness for duty. All persons covered by this policy should be aware that violations of the policy my result in discipline, up to and including termination, or not being hired. The guidelines and procedures for this policy are defined in the following programs. All employees are covered under this policy except for police officers, which are covered by a separate agreement contained in the Police Code of Conduct.

POLICY

A. PRE-EMPLOYMENT SUBSTANCE SCREENING:

1. A substance screening for excessive alcohol use, misuse of prescription drugs or illicit drugs will be required as a condition of employment for all new hires.

2. A positive confirming second test, on the original screening sample, will be the basis for disqualification of the applicant.

3. If either of the tests are negative, the applicant satisfies the substance level requirements.

4. An applicant whose test shows a positive result will have 24 hours after receiving notification of the positive result to provide a bona fide verification of a current valid prescription which may have caused the positive result. The prescription must be in the applicant's name.

B. EMPLOYEES ARE PROHIBITED FROM THE FOLLOWING:

1. Reporting to work under the influence of alcohol or drugs.

2. Have the odor of alcohol or drugs on their breath or have drugs or alcohol in their possession, while on duty.

3. Sell or provide drugs or alcohol to any other employee or to any other person while such employee is on duty.

4. Have their ability to work impaired as a result of alcohol or drugs.

Such actions will constitute violation of the established personnel policy and are causes for disciplinary action.

C. The appropriate law enforcement agency will be notified of any sale, and/or distribution, possession of any illegal substance by an employee while on duty or during lunch and other breaks or at any time while the employee is on a City work site or City working time.

D. Confirmation of drug or alcohol use or abuse will result in disciplinary action in accordance with the failure in the Personal Conduct Section of this manual.

E. Two disciplinary actions relating to drug or alcohol use may be cause for termination.

F. While use of medically prescribed or some other legal medications and drugs is not a violation of this policy, when such drug use adversely affects job performance, the employee will be required to use sick leave or take leave of absence.

G. Failing to notify an employee's supervisor before beginning work, when taking medications or drugs which may interfere with the safe and effective performance of duties by a City employee, may result in disciplinary action up to and including termination. Such actions will constitute violation of the City of Dover personnel policy Article XV, Section 8, of Failure in Performance of Duties.

H. Discipline for being under the influence of alcohol or non-prescribed controlled substances during non-job related activities would be based on the employee's work history,

previous disciplinary actions and previous identification of substance use problems.

I. When an employee's driver's license is suspended due to alcohol or drug use and driving is required by the employee's job description, the said employee is subject to disciplinary action based on the Article XV, Section 9 regarding Failure in Personal Conduct.

J. SUBSTANCE SCREENING FOR CURRENT EMPLOYEES

1. Alcohol and/ or drug tests of existing employees will be conducted randomly and when there is reasonable suspicion that alcohol or substance abuse is involved in the work place.

2. "Reasonable Suspicion" shall be based on objective and definitive facts sufficient to lead a reasonable prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to safely perform his/her job is reduced.

3. Another supervisor or higher ranking supervisor must confirm all charges of reasonable suspicion.

4. The circumstances in which drug and/or alcohol testing may be required due to a reasonable suspicion of alcohol or drug use or abuse may include, but not limited to, the following:

a. Observed alcohol or drug possession or use during work hours (ie. drug paraphernalia, remains of marijuana cigarettes, plastic sandwich bags with non-food residue inside).

b. Apparent physical state of intoxication or drug induced impairment of motor functions (ie. red and watery eyes, dilated pupils, drowsiness or sleeping, slurred speech, hand tremors, inability to walk a straight line and alcohol on breath).

c. Incoherent or irrational mental state (i.e. irrational physical altercation, irrational verbal altercation, memory gaps).

d. Marked changes in personal behavior or attitude not attributable to other factors (i.e. sudden unexplained changes in mood and personality, changes in disposition, changes in appearance, including inattention to personal hygiene, frequently borrowing money).

e. Deteriorating work performance or attendance problems not attributable to other factors (i.e. excessive tardiness, an above average injury rate, regularly claiming sick benefits or worker's compensation).

f. Employee involvement in an accident during work hours in which a review of the circumstances of the accident or other relevant facts lead to a reasonable suspicion to believe that employee may be under the influence of alcohol or drugs.

g. Incriminating information from a reliable source or other employee actions or conduct that leads to a suspicion that the employee is under the influence of alcohol or drugs, suffers from substance abuse or is in violation of existing City rules concerning the use of such substances (i.e. reports by family members of friends about employees alcohol or drug abuse, unexplained secret meetings with other employees or others).

5. An employee whose test shows a positive result will have 24 hours after receiving notification of the positive result to provide a bona fide verification of a current valid prescription which may have caused the positive result. The prescription must be in the employee's name.

K. Drug and alcohol use during off-hours will also violate this policy when such use impairs job performance, at which

time, an employee is subject to disciplinary action and the rules regarding reasonable suspicion.

L. When there is reasonable suspicion of alcohol and/or drug use by an employee involved in serious or repetitive accidents causing death, personal injury to self or others, and/or property damage, alcohol and drug tests shall be administrated to employees immediately following such work related accidents. Confirmation of such drug or alcohol use through documented reasonable suspicion and a positive drug/alcohol screen test shall be cause for termination.

M. When reasonable suspicion has been adequately established, an immediate disciplinary suspension may be issued.

N. When reasonable suspicion has been adequately established, refusal to submit immediately to an alcohol and/or drug analysis when requested by management will constitute insubordination which is in violation of Article XV, Section 9, pertaining to failure in personal conduct and is cause for disciplinary action.

O. It is the policy of the City to provide a just procedure for the presentation, consideration and disposition of employee grievances. Such will be done in accordance with the established personnel policy (Article XVI).

TESTING PROCEDURES

A. To insure accuracy, employee's specimens must be given as soon as possible after charges of drugs or alcohol use or abuse has been made. These charges must follow the guidelines for establishing reasonable suspicion.

B. In establishing reasonable suspicion, the supervisor of an employee suspected of being impaired by alcohol or drugs shall document his/her observations and confirm those observations with another supervisor or higher ranking supervisor. Following such time, the supervisor may require the suspected, impaired employee to report to a designated physician, clinic or hospital on the City's time and at the City's expense for a fitness for duty examination, which will include, but not be limited to, urine analysis testing.

C. Any employee who refuses to submit to said testing would be found in violation of this policy. In such a case the two Supervisor's determination of impairment will be binding and the employee will be removed from the work site and subject to disciplinary action.

D. Alcohol and drug tests on employees shall be administrated immediately following work related accidents that involve personal injury to self or others, property damage or when there is reasonable suspicion that alcohol and/or drug abuse by the employee is involved.

E. Testing will be done for at least and possibly more of the following substances:

Amphetamines (Uppers)	Opiates (Opium)
Barbiturates (Downers)	Phencyclidine (PCP)
Benzodiazepines (Valium)	Methaqualone (Quaaludes)
Cocaine	Alcohol
Marijuana	

F. The analysis shall be conducted in accordance with legally established clinical procedures of privacy which include a defined chain of custody and mandatory consent.

G. The urinalysis or screening method used is the EMIT method. Gas chromatography is used as a confirming second test if the screening is positive. If either of the tests is negative the employee is passed. The City reserves the right to use alternate testing methods.

EMPLOYEE ASSISTANCE

A. The City of Dover recognizes alcohol and/or drug dependency as a treatable condition. Any employee whose job performance, health or behavior, has deteriorated as a result of alcohol or drug use may use the employee referral program and health insurance coverage as appropriate. Employees should contact designated department personnel or the Human Resources Department for additional information.

B. Volunteer efforts to seek and use such help will not

jeopardize an employee's employment status. Such efforts will not appear on his/her personnel records if the employee volunteers prior to documented reasonable suspicion. However, said employees must follow suspension guidelines before returning to work.

C. Employees receiving treatment for drug or alcohol abuse may use sick leave, vacation leave or may be granted a limited leave without pay, or an extended leave without pay in accordance with established personnel policies.

D. Involvement of an employee in an alcohol and drug program does not suspend disciplinary measures to which an employee may be subject to as a result of conduct or behavior which violates work rules or regulations or is contrary to City policy.

SUSPENSION GUIDELINES

A. Employees placed on suspension from employment due to confirmed abuse of alcohol or drugs shall be required to complete the following documentation before reinstatement to any position with the City of Dover:

1. Submit at least fifteen (15) attendance slips showing proof of daily participation in Alcoholics Anonymous, Narcotics Anonymous or another approved rehabilitation organization.

2. Submit the name and telephone number of your organization sponsor to the City's Human Resources Department.

3. Submit the results of at least three (3) drug screening tests beginning on the first day of affiliation with a rehabilitation organization.

B. Upon submission of the three (3) items listed above an appointment will be required at a designated counseling center to determine the condition of applicable disease. Attendance may also be required at meetings with City personnel to explain the diagnosis. The City Manager or appropriate City official will then consider the safety and security of your employment and a decision will be made as to whether a

suspension shall be lifted and reinstatement made in some capacity.

C. Any employee who has a positive substance screening must be given a return-to-duty substance screening before resuming duties. The City may require additional unannounced screening up to sixty (60) months after duties have been resumed. All costs of such return-to-duty screening and treatment shall be the responsibility of the employee.

CONFIDENTIALITY

A. The City shall require unannounced retesting of employees who have agreed to such testing as part of a disciplinary action or rehabilitation program.

B. Laboratory reports or test results shall appear in an employee's confidential medical file. The reports or test results may be disclosed to a designated person in City management on a strictly need to know basis and to the tested employee upon request.

SEVERABILITY

The provisions of this policy are severable and if any court of competent jurisdiction shall hold any of its provisions unconstitutional or otherwise invalid; the decision of such court shall not affect or impair any remaining provisions.

A separate policy exists for Uniformed Police Officers. The Police Code of Conduct is located with the Police Chief.

SECTION 9. DISCLOSURE OF CONFIDENTIAL INFORMATION

No employee shall disclose confidential information concerning the property, government or affairs of the City. Nor shall the employee use such information to advance the financial or other private interest of himself/herself or others.

SECTION 10. SAFETY SHOES

All employees shall wear safety shoes when it is determined that the employee may be exposed to the hazards of processes or

environment that are capable of causing injury or impairment to the feet. The failure to wear safety shoes when exposed to such conditions will be cause for disciplinary action. Each Department Head shall designate which employees in his/her department shall be required to wear safety shoes and those employees to which safety shoes are recommended but not required. For both groups of employees the City has agreed to pay the amount agreed upon in the employee labor agreements.

The City shall provide a yearly allowance to each employee required or recommended to wear safety shoes. An employee may receive an additional allowance if his or her safety shoes have been damaged or destroyed or are not fit to wear due to work directly related to City employment.

The above section is subject to employee labor agreement, when applicable.

SECTION 11. REST PERIODS

The City makes no attempt to define or regulate a policy for rest periods that can be uniformly applied for employees in all departments or divisions. Because there are numerous variations, work schedules and conditions, a department head and/or supervisor may establish an appropriate rest period policy that will best serve the City's interest. It must be recognized that there may be circumstances which make designated rest periods impossible and therefore the department head will address the question accordingly.

If it is feasible a department head will provide two fifteen minute rest periods per day within the building or at the job site. Rest periods are not cumulative or mandatory. Urgent City business always takes precedence over a rest period.

The above section is subject to employee labor agreements, when applicable.

SECTION 12. MEAL PERIODS

The meal period for each employee is determined by individual

departmental policy. It is the responsibility of each department head to inform employees of the time and length of meal periods.

ARTICLE IX

HOLIDAY LEAVE

SECTION 1. HOLIDAYS

The following days and such other days as City Council may designate are holidays with pay for full-time regular employees.

New Years Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

When a holiday falls on a Saturday, a paid holiday is granted on Friday. When a paid holiday falls on a Sunday, a paid holiday is granted on Monday.

The Public Utilities Manager may grant personal leave days to supervisors of IBEW employees or the professional and support staff directly associated with the IBEW supervisors of the Public Utilities department for the holidays that the IBEW union does not observe. The Public Utilities Manager shall provide notice to the Human Resources December 1 for election for the following calendar year. Individual selection of each forfeited holiday is not permitted. The non-bargaining employees will forfeit all holidays that are indicated in the City of Dover Personnel Policy; however, not observed in the IBEW contract. These employees shall be credited with 8 hours of personal leave on January 1 of each year each forfeited holiday. Newly hired, probationary, full-time regular employees hired after January 1 will receive personal days on a prorated basis. Based upon the number of forfeited holidays from the date of hire to December 31 of the year they were hired will determine the amount of personal days the employee receives. Personal leave will be granted on the employee's first paycheck

following employment. Personal leave may be taken as earned or carried over into the next calendar year; however, only during the first year of employment. In addition, personal time cannot be used as terminal leave, nor sold back to the City as unused leave. Approved by City Council on January 12, 2009

Recognized City Holidays are subject to employee labor agreements. The Police Chief and Deputy Chief will follow the police holiday schedule. Approved by City Council on January 12, 2009

Part-time regular employees working twenty (20) hours or more per week shall receive a half-day, four (4) hours, with pay for each holiday designated above. If an employee in this classification works less than twenty (20) hours they are not eligible.

To receive holiday pay an employee must have received pay for his or her entire regularly scheduled work day before and after the holiday. Employees who are receiving worker's compensation from the City's workers compensation carrier are not entitled to holiday pay. Employees shall receive holiday leave credits at a rate of seven and a one-half (7.5) per leave day or eight (8) per leave day earned.

Temporary employees are not eligible for any type of holiday pay. If they are required to work on a holiday they will be paid at their regular hourly rate.

SECTION 2. EFFECT OF WORK ON HOLIDAYS OR UNSCHEDULED WORKDAYS OR OTHER TYPES OF LEAVES

Regular holidays or special holidays declared by City Council, which occur during any leave period, except extended leave without pay or unpaid military leave, shall not be considered as leave. Unscheduled work days, which occur during any leave period, shall not be considered as leave. While on vacation leave, employees on regular rotating shifts may be required to take pay for any vacation day that is replaced by a holiday at their regular pay rate. The affected Department Head may require these employees to take pay since continuous shifts must be maintained.

SECTION 3. HOLIDAYS - WHEN WORK IS REQUIRED

Non-exempt employees required to perform work on regularly scheduled holidays or special holidays declared by City Council may be granted compensatory time off at time and one-half or be paid at time and one-half (1.5) times their hourly rate for the hours actually worked in addition to any holiday pay to which they may be entitled. Policy is subject to the Fair Labor Standards Act and Article III Section 9, Overtime Pay.

The above section is subject to employee labor agreement, when applicable.

ARTICLE X

VACATION LEAVE

SECTION 1. VACATION LEAVE

Vacation leave shall be used for rest and relaxation, for medical appointments of illness when sick leave is exhausted and for absences due to adverse weather conditions.

While on vacation leave or sick leave an employee shall continue to earn vacation time and sick leave credit. An employee who converts vacation and sick leave to terminal leave shall not continue to earn vacation and/or sick leave while on terminal leave.

SECTION 2. VACATION LEAVE - THE MANNER OF ACCUMULATION

Effective January 1, 2009 as approved by the City Council on January 12, 2009, full-time regular employees shall accumulate vacation leave on the following schedule:

(a) Each full-time regular employee from their date of hire until completion of six months of service shall earn vacation leave at the rate of one (1) day per completed month.

~~(a)~~ (b) Each full-time regular employee ~~with~~ who has completed six months of service however fewer than eight (8) complete years of continuous service shall earn vacation leave at the rate of one and one-fourth ~~(1)~~ (1 ¼)

days per completed month or ~~twelve (12)~~ fifteen (15) days per completed year of service.

(b) Each full-time regular employee with eight (8) completed years of continuous service but less than fifteen (15) complete years of continuous service shall earn vacation leave at the rate of ~~one and one-half (1.5)~~ one and three-fourths (1 ¾) days per completed month or ~~eighteen (18)~~ twenty-one (21) days per completed year of service.

(c) Each full-time regular employee with fifteen (15) complete years of continuous service but less than twenty (20) complete years of continuous service shall earn vacation leave at the rate of ~~one and three-fourths (1.75)~~ two (2) days per month or ~~twenty one (21)~~ twenty four (24) days per completed year of service.

(d) Each full-time regular employee with twenty (20) or more complete years of continuous service shall earn vacation leave at the rate of ~~two (2)~~ two and one-fourth (2 ¼) days per month or ~~twenty four (24)~~ twenty-seven (27) days per completed year of service.

Part-time regular employees working twenty (20) hours or more per week shall accumulate vacation leave at one-half (1/2) the rate of full-time employees.

Part-time regular employees working less than twenty (20) hours per week are not eligible for vacation leave.

Temporary employees are not eligible for vacation leave.

Vacation leave accumulated by eligible employees shall be recorded and taken in half-hour increments.

The above section is subject to employee labor agreement, when applicable.

SECTION 3. VACATION LEAVE - THE MAXIMUM ACCUMULATION

Vacation leave is accumulated from year to year; however total accumulated vacation leave on January first of each year is limited

to an amount equal to one year's vacation time. One year of vacation is calculated by multiplying 12 (months) by the employee's accrual rate in December of the prior year. An employee must earn pay for one-half of his or her workdays for that month to be credited with vacation leave. The employee cannot use a month's credit until he or she has earned pay for one-half of his or her workdays for that month. The following schedule was approved by the City Council on January 12, 2009.

(a) Each full-time regular employee with fewer than eight (8) complete years of continuous service can not have accumulated more than ~~twelve (12)~~ fifteen (15) days of unused vacation leave as of January 1 of each year.

(b) Each full-time regular employee with eight (8) complete years of continuous service but less than fifteen (15) complete years of continuous service can not have accumulated more than ~~eighteen (18)~~ twenty-one (21) days of unused vacation leave as of January 1 of each year.

(c) Each full-time regular employee with fifteen (15) complete years of continuous service but less than twenty (20) complete years of continuous service can not have accumulated more than ~~twenty one (21)~~ twenty four (24) days of unused vacation leave as of January 1 of each year.

(d) Each full-time regular employee with twenty (20) or more complete years of continuous service can not have accumulated more than ~~twenty-four (24)~~ twenty-seven (27) days of unused vacation leave as of January 1 of each year.

Part-time regular employees working twenty (20) or more hours per week with the appropriate complete years of continuous service may accumulate vacation leave at one-half the rate that employees are allowed in a,b,c and d above.

If an employee has accumulated more than the maximum allowable amount of unused vacation leave on January 1, then his/her leave shall be reduced to the proper maximum.

If the City Manager determines that unusual and extenuating circumstances exist which justify allowing an employee to be excused from the requirements of this section for a particular year, he/she may do so. An employee must make the written request to the City Manager in writing prior to December 1 of the year in question.

The above section is subject to employee labor agreements, when applicable.

SECTION 4. VACATION LEAVE - FINAL PAY AND REPAYMENT OF VACATION LEAVE

Upon submission of a resignation, an employee shall be paid for vacation leave accumulated to the date of separation. At the time of the employee's separation the following shall be deducted from the employee's final compensation: any vacation leave owed the City, qualified educational assistance and any funds owed to the City by the employee as a result of criminal activity or negligence.

SECTION 5. VACATION LEAVE - PAYMENT FOR ACCUMULATED VACATION LEAVE UPON DEATH

The estate of an employee who dies while employed by the City shall be entitled to payment for all of the accumulated vacation leave credited to the employee's account. From this payment the following shall be deducted from the employee's final compensation: any vacation leave owed the City, the value of any City issued uniform and/or equipment not returned by the employee, qualified educational assistance and any funds owed to the City by the employee as a result of criminal activity or negligence.

SECTION 6. VACATION BONUS FOR GOOD ATTENDENCE

Effective calendar year 2009, all regular non-bargaining, full-time employees will be eligible for a vacation bonus. Regular full-time non-bargaining employees would be considered for their first bonus on January 1, 2010 for usage from January 1, 2009 to December 31, 2009. The additional vacation hours will be credited in February. Regular full-time non-bargaining employees will continue to earn eight (8) hours of sick leave for January through

December each year.

The bonus would be based upon the following hours:

Hours Used	Vacation Earned
0	16 Hours
8 hours or less	8 hours

Approved by City Council on January 12, 2009.

ARTICLE XI

SICK LEAVE

SECTION 1. SICK LEAVE

Sick leave with pay is not a right which an employee may demand but a privilege granted by the City for the benefit of an employee when sick.

Sick leave shall be granted to an employee absent from work for any of the following reasons: sickness, bodily injury, required physical or dental examinations/treatment or exposure to a contagious disease when continuing to work might jeopardize the health of others and for the well care of the immediate family residing in the employee's principle place of residence. Additional situations will be considered for the use of sick time.

While on paid sick leave an employee shall continue to earn sick and vacation leave credits.

The City understands the difficulty of defining or regulating a policy for notification of the desire to take sick leave that can be uniformly applied for employees in all departments or divisions.

Because there are numerous variations and work schedules and conditions, a Department Head may establish an appropriate notification policy for his/her department that will best serve the City's interest. If a Department Head does not elect to establish a separate notification policy for his/her department then the following shall apply:

> Notification of the desire to take sick leave shall be submitted to the employee's supervisor prior to the leave

or not later than one-half hour after the beginning of a scheduled workday. Failure to do so may result in the employee being considered absent without leave. Due to the critical nature of shift work, shift workers must notify the on-duty shift supervisor of a desire to take sick leave no later than one-half hour prior to the beginning of their shift or the employee may be considered absent without leave.

The above of section is subject to employee labor agreements, if applicable.

SECTION 2. SICK LEAVE - MANNER OF ACCUMULATION

Full-time regular employees shall accumulate sick leave at the rate of one (1) day per completed month or twelve (12) days for each completed year of service. An employee must have earned pay for one-half of his or her workdays for that month to be credited with sick leave. The employee cannot use a month's credit until he or she has earned pay for one-half of his or her workdays for that month.

Part-time regular employees working twenty (20) hours of more per week shall accumulate sick leave at one-half the rate for full-time employees. An employee must have earned pay for one-half of his or her workdays for that month to be credited with sick leave. The employee cannot use a month's credit until he or she has earned pay for one-half of his or her workdays for that month.

Part-time regular employees working less than twenty (20) hours per week are not eligible for sick leave.

Temporary employees shall not be eligible for sick leave.

Sick leave accumulated by eligible employees shall be recorded and taken in half-hour increments.

The above section is subject to employee labor agreements, when applicable.

SECTION 3. SICK LEAVE - MAXIMUM ACCUMULATION

The maximum number of sick days an employee may accrue is one hundred eighty (180) days. After the maximum numbers of days are

accrued, no additional sick leave shall be earned until some of the accrued leave is taken.

Non-bargaining employees are permitted an unlimited accumulation of sick-leave.

The above section is subject to employee labor agreements, when applicable.

SECTION 4. SICK LEAVE - PHYSICIAN CERTIFICATE

A physician certificate is required for an employee to return to work who has been out over three (3) consecutive working days unless waived by a Department Head. A physician certificate requirement can be instituted on a one (1) day basis for habitual lost time at the discretion of the employee's supervisor. In all cases a sick leave form must be completed and signed by the returning employee.

SECTION 5. SICK LEAVE - RETIREMENT CREDIT FOR ACCUMULATED SICK LEAVE

Employees hired on or before July 1, 2004 and retire under an approved City Retirement Plan shall be paid in full for a maximum of one hundred fifty (150) days of accrued sick leave if the employee is retiring with 25 or more years of service with the City of Dover. The employee retiring with less than 25 years of service with the City of Dover shall be paid in full for a maximum of one hundred thirty (130) days of accrued sick leave. Effective January 12, 2009, as approved by City Council, employees with 21 to 24 years of service shall be eligible to sell back or use for terminal leave according to the following schedule.

Up to 130 days with 20 or less completed years or service
Up to 134 days with 21 completed years of service;
Up to 138 days with 22 completed years of service;
Up to 142 days with 23 completed years of service;
Up to 146 days with 24 completed years of service;
Up to 150 days with 25+ completed years of service.

Service for less than a full year does not advance the allowance to the next entitlement. For example, an employee with 21 years and 2 months of service will be entitled to utilize 134 days rather than

138 days.

Employees hired after July 1, 2004 will be permitted to be paid in full for a maximum of one hundred (100) days of accrued sick leave. This payment shall be in a lump sum payable upon retirement or the employee may convert his/her accumulated sick leave, not to exceed the maximum indicated, to terminal leave.

The above section is subject to employee labor agreement, when applicable.

SECTION 6. SICK LEAVE - TERMINATION

Any employee who is terminated shall lose all accumulated sick leave. The only exception to this policy is Section 5 of this Article.

SECTION 7. VACATION BONUS FOR GOOD ATTENDENCE

Effective calendar year 2009, all regular non-bargaining, full-time employees will be eligible for a vacation bonus. Regular full-time non-bargaining employees would be considered for their first bonus on January 1, 2010 for usage from January 1, 2009 to December 31, 2009. The additional vacation hours will be credited in February. Regular full-time non-bargaining employees will continue to earn eight (8) hours of sick leave for January through December each year.

The bonus would be based upon the following hours:

Hours Used	Vacation Earned
0	16 Hours
8 hours or less	8 hours

Approved by City Council on January 12, 2009.

ARTICLE XII

LEAVES WITHOUT PAY

SECTION 1. LIMITED LEAVE WITHOUT PAY

The employee's Department Head may grant employees a leave of

absence without pay, not to exceed two (2) weeks, provided the employee has exhausted all accumulated vacation leave. The Human Resources Director must be notified before a decision can be rendered.

The above section is subject to employee labor agreement, when applicable.

SECTION 2. EXTENDED LEAVE WITHOUT PAY

A regular employee may be granted a leave of absence without pay for up to six (6) months by the City Manager provided it has been requested in writing and the employee has exhausted all accumulated vacation leave. If an employee is applying for disability insurance under the City of Dover employee's policy, then the employee does not have to exhaust his or her accumulated vacation leave. Generally the leave shall be used for reasons of personal or family disability, continuation of education or special work that will permit the City to benefit by the experience gained or the work performed. An extension of leave for six (6) months may be granted by the City Manager. However no leave of absence may exceed a total of one (1) year. The Human Resources Director must be notified before a decision can be rendered.

The employee shall apply in writing for leave. The employee is obligated to return to duty within or at the end of the time determined appropriate by the City Manager. Upon returning to duty after being on leave without pay, the employee shall be entitled to return to the same position held at the time leave was granted or to one of like classification, seniority or pay including salary range adjustments that may have occurred during the said leave. If the employee decides not to return to work, the supervisor should be notified immediately. Failure to report at the expiration of a leave of absence, unless an extension has been requested and approved in writing, shall be considered a resignation.

If the City learns that an employee on a leave of absence is no longer using the leave for reasons originally stated in the leave request, then the employee may be terminated.

The above section is subject to employee labor agreement, when applicable.

SECTION 3. EXTENDED LEAVE WITHOUT PAY - RETENTION AND CONTINUATION OF BENEFITS

An employee shall retain all unused sick leave while on leave without pay. An employee ceases to earn all leave credits on the date leave without pay begins. Completed service credits for the purpose of computing longevity pay, sick and vacation leave shall accrue for a period of forty-five (45) days following the start of leave of absence without pay. The employee may continue to be eligible for benefits under the City's group insurance plans provided the employee shall be responsible for the payment of the total insurance premium to the City prior to the first day of each month while on leave; unless the leave is for an employee illness, disability or maternity case in which the employee is only required to pay the premium amount normally deducted from the employee's pay check.

ARTICLE XIII

OTHER TYPES OF LEAVE

SECTION 1. TERMINAL LEAVE

Upon retiring directly from City service under an approved City Retirement Plan a regular employee is eligible to take terminal leave prior to his/her retirement date under the following conditions:

(a) For employees hired on or before July 1, 2004, terminal leave shall consist of a total of both an employee's unused sick and vacation leave. A maximum amount sick leave an employee may convert is one hundred fifty (150) days if the employee is retiring with 25 or more years of service with the City of Dover. The employee retiring with less than 25 years of service with the City of Dover shall ~~be permitted to convert a maximum of one hundred thirty (130) days of accrued sick leave to terminal leave.~~ adhere to the following schedule:

Effective January 12, 2009, as approved by City Council, employees with 21 to 24 years of service shall be eligible to sell back or use for terminal leave according to the following schedule.

Up to 130 days with 20 or less completed years or service
Up to 134 days with 21 completed years of service;
Up to 138 days with 22 completed years of service;
Up to 142 days with 23 completed years of service;
Up to 146 days with 24 completed years of service;
Up to 150 days with 25+ completed years of service.

Service for less than a full year does not advance the allowance to the next entitlement. For example, an employee with 21 years and 2 months of service will be entitled to utilize 134 days rather than 138 days.

Employees hired after July 1, 2004, will be permitted to convert a maximum of one hundred (100) days of accrued sick leave to terminal leave.

(b) Once terminal leave begins the employee ceases to earn vacation or sick leave credits and is no longer eligible for annual salary increases.

(c) Once terminal leave begins, the employee can not return to active service unless approved by the City Manager. If a return to active service is approved, then the employee will be required to pay back all expended sick leave credits if the request to return to work was initiated by the employee.

(d) In order to qualify for terminal leave, an employee must request leave in writing a minimum of forty-five (45) days notice prior to the employee's retirement date unless waived by either the Civilian or Police Pension Committee.

(e) Any leave taken within 30 calendar days prior to terminal leave beginning will be considered terminal leave.

SECTION 2. MILITARY LEAVE

Military Training Leave

Full-time, regular employees who are members of the National Guard or Armed Forces Reserve will be allowed ten (10) work days military training leave per calendar year. If the compensation

received while on military leave is less than the base salary that would have been earned during this same time period as a City employee, the employee shall receive partial compensation equal to the difference in the compensation earned as a reservist or guardsman and the base salary that would have been earned during this same period as a City employee. The effect will be to maintain the employee's salary at a normal level during this period. If such military duty is requested beyond this ten (10) work day period, the employee shall be eligible to take accumulated vacation leave or be placed in a leave without pay status. While taking military leave with partial pay or without pay, the employee's leave credit and other benefits shall continue to accrue as if the employee physically remained with the City during this period. An employee may use vacation time for the ten (10) days military duty and receive both vacation pay and pay from the military without reimbursement to the City. An employee must notify his/her supervisor a minimum of ten (10) days prior to taking military leave.

The pay received from the military while on military leave shall not be considered as pay for pension purposes. No employee pension contributions will be deducted, the City will not make pension contributions based on the pay and the pay shall not be used to compute pension benefits.

Active Duty

Full-time, regular employees who are guardsmen and reservists have all the job rights specified in the Veterans Readjustment Assistance Act. All employees who enlist or are reactivated in one of the military services will be granted on application a military leave of absence for a maximum period of five (5) years.

Military Mobilization Pay

If the compensation received by a full-time regular employee while on military leave as a result of individual or military unit mobilization is less than the base salary that would have been earned during this same time period as a City employee, the employee shall receive partial compensation equal to the difference in the military compensation earned as a reservist or guardsman and the base salary that would have been earned during the same time period as a City employee. This differential shall be paid for a time period of up to one year from the date the employee reports to

active military service duty and shall cease upon termination of the active duty assignment. Military compensation shall include base pay, all special pay, bonuses and allotments, and any other direct compensation received as a result of mobilized military service from the government of the United States or any State government.

Reemployment After Military Service

Upon release from military service with an honorary discharge, a retiring veteran must apply for reinstatement as follows:

Service Time	Return
30 days or less	Beginning of the next regularly scheduled work period on the first full day following completion of service and expiration of an 8 hour rest period following safe transportation home.
31 to 180 days	Application of reinstatement must be submitted not later than 14 days after completion of military duty.
180 or more days	Application for reinstatement must be submitted not later than 90 days after completion of military duty.

Benefits

When the veteran is returned to active employment all benefits previously earned such as sick leave, longevity pay, unused vacation time and cost of living increases shall be credited to his record. Time spent while on active duty shall be credited towards completed year's service with the City for the purpose of computing retirement time, vacation time, and longevity increases. In regards to pension benefits, sworn police officers are subject to the Delaware County and Municipal Police/Firefighter Pension with the State of Delaware. Please contact the State of Delaware Pension Office for complete details.

An eligible City employee shall receive uninterrupted health insurance benefits at the same level as before he or she was called to active duty for a period of up to one year from the date the employee actually reports to active military service. The employee shall also be allowed to continue pension contributions based on

his or her normal base pay.

Part-time Employment

Part-time regular employees working less than twenty (20) hours per week and temporary employees are eligible for military leave but not partial compensation.

USERRA (Uniformed Services Employment and Reemployment Rights) guidelines apply to all military leave.

SECTION 3. MATERNITY LEAVE

Leaves of absence shall be granted to employees affected by pregnancy, childbirth or related conditions; provided such leave shall not exceed six (6) months. At the commencement of a maternity leave of absence, employees have the option of using accrued sick or vacation leave time in order to continue to receive pay. Sick leave is permitted according to Article XI Section 1. Pay will cease when all accrued allowances have been used. The use of accrued time-off shall not extend the length of the leave.

SECTION 4. JURY DUTY/CIVIL LEAVE

A City employee called for jury duty or as a witness in any civil or criminal legal proceeding shall receive leave with pay for such duty during the required absence without charge to accumulated vacation or sick leave. This does not apply to an employee if he/she is a defendant or plaintiff in a legal proceeding. While on jury/civil duty, benefits and leaves shall accrue as though on regular duty.

SECTION 5. BEREAVEMENT LEAVE

Bereavement leave shall be granted to all regular employees and probationary employees who are regularly scheduled to work 20 hours or more per week and who experience a death of a member of the employee's immediate family. Upon request, the employee maybe granted up to three (3) working days leave with pay. If the funeral is more than four hundred (400) miles from the City of Dover, the employee shall be granted up to five (5) working days, with pay, not charged to any leave balance, to arrange for and/or

attend the funeral service or related matters. An employee may request additional time beyond the time provided. The City Manager or appropriate city official may grant such additional time to be charged against the employee's sick leave.

Immediate family is defined for the purpose of this section as spouse, mother, father, guardian, children, sister, brother, grandparents, grandchildren plus the various combinations of half, step, in-law and adopted relationships that can be derived from those named, in addition to significant other if not married or separated from spouse, and any relative living with the employee.

The City reserves the right to request verification of the relationship and funeral location.

Hours granted as bereavement time shall be counted as hours worked for purposes of computing overtime and shall not be charged as vacation leave if such occurs while the employee is on vacation.

The above section is subject to employee labor agreement, when applicable.

SECTION 6. FAMILY AND MEDICAL LEAVE

The Family and Medical Leave Act of 1993 (FMLA) requires covered employers to provide up to 12 weeks of unpaid, job protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

(a) Reasons for taking leave:

Unpaid leave must be granted for any of the following reasons:

- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves one of the following:

- Inpatient care in a hospital, hospice, or residential medical care facility
- A condition requiring absence of more than three consecutive calendar days from work, or other regular daily activities that also involves continuing treatment by a health care provider
- Pregnancy or prenatal care
- A chronic condition (ie. Asthma, diabetes, epilepsy, etc.)
- A permanent or long-term condition requiring medical supervision (Alzheimer's, stroke, terminal diseases, etc.)
- Absences to receive and recover from multiple treatments by or on referral by a health care provider for a condition that likely would result in incapacity of more than three consecutive days if left untreated (ie. Chemotherapy, physical therapy, dialysis, etc.)

Leave, as the result of a workers compensation injury, may be counted as FMLA leave.

While the Family Medical Leave Act provides for 12 weeks of unpaid, job protection, the City permits the employee to use his or her accrued leave time in conjunction with FMLA leave in order to avoid a loss in wages. The use of accrued leave does not extend one's FMLA leave. Accrued leave use must adhere to City policy regarding use.

Spouses who works for the City and are both eligible for FMLA, are entitled to a combination of 12 weeks of leave during any 12 month period if the leave is taken for the birth or adoption of the employee's newborn child or to care for a parent with a serious health condition.

(b) Advanced Notice and Medical Certification:

The employee may be required to provide advanced leave notice and medical certification. Taking of leave may be denied if requirements are not met.

The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable." If 30 day notice is not possible due to a medical emergency or the employees' uncertainty as to when the leave will be required to begin, notice must be given as soon as it is practical to do so. The City may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work.

(c) Job Benefits and Protection:

For the duration of FMLA leave, the employer must maintain the employee's health coverage under any group health plan. Upon returning from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits and other employment terms. In addition, the use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

(d) Unlawful Acts by Employers

FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under FMLA or discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Once the Human Resources Department is made aware that an employee is on FMLA leave, the City must notify the employee in writing within 2 business days (unless there are extenuating circumstances) that the leave is designated as FMLA leave.

If the City learns that an employee's leave qualifies as FMLA leave after the employee returns to work, the City can retroactively designate the leave within two business days of the employee's return to work.

If an employee did not realize that the leave he or she took qualified as FMLA leave until after his or her return to work, he can notify the employer and request that the leave be designated as FMLA leave within two business days of the employee's return to work.

Absence from work due to FMLA leave may not be considered in promotion decision, performance appraisals, or disciplinary actions.

The information contained in this section is to provide general information about the FMLA. Specific questions or concerns should be directed to the Human Resources Department or to the Department of Labor.

SECTION 7. INCLEMENT WEATHER

The City of Dover will keep its offices open during regularly scheduled hours unless extreme inclement weather necessitates the curtailment of all but essential services. When City Offices are open, each employee shall report to work and remain at work until officially released.

PROCEDURE

A. Responsibilities:

1. The City Manager will make all decisions concerning the closing of City Offices.

2. Department Heads will determine which positions, by job title, are assigned to maintain essential services when offices are closed. Such positions will be designated as "emergency" positions and employees occupying those positions shall be notified of their "emergency" status.

B. Guidelines:

1. Opening of Offices:

a. In most cases of inclement weather, all City Offices will open and remain open for business during regularly scheduled hours.

b. When inclement weather is severe enough to create a safety hazard for employees or to cause extremely poor road conditions, each department head shall exercise his/her

judgement in assessing employee tardiness.

c. Employees who call in and are unable to come to work may, have the option of using vacation, comp time or leave without pay to cover the normal working hours missed as a result of the weather emergency. If an employee chooses comp time, and does not have comp time accrued, that employee will be advanced comp time with the understanding that those hours missed due to the weather emergency will be made up within two (2) weeks of the weather emergency.

d. An employee who calls in sick during inclement weather, may be required at the discretion of the supervisor to provide a doctor's certificate to substantiate charging the absence to sick leave. An employee who fails to provide the required certificate when requested to do so, shall have the time reported as leave without pay.

The above section is subject to employee labor agreement, when applicable.

2. Closing of Offices During the Day:

When extreme inclement weather necessitates the closing of offices after the work day has begun, the following will apply:

a. All employees not designated as emergency employees will be excused from work. For the remainder of the work day these employees will be placed on excused leave of absence with pay.

b. Each employee designated as an emergency employee shall remain on duty for the duration of his/her regular shift or revert to his/her assigned emergency shift, if appropriate.

c. Individuals who called in and were placed on vacation leave status will be charged such leave for the entire day. The option of requiring a doctor's certificate for a reported sick leave shall continue to be available to a Supervisor. Individuals who depart on vacation leave prior to official announcement will be charged such leave for the entire remainder of the day.

3. Closing the Office before the Start of the Work Day:

When inclement weather prevents the opening of offices for the day, the following will apply:

a. Employees will be notified of the closing of offices by the procedures outlined in paragraph D, Public Announcements.

b. Each emergency employee shall report to his/her normal shift or emergency shift as appropriate.

c. All non-emergency employees are excluded from reporting to work. These employees will be placed on excused leave of absence with pay for their entire workday.

d. Employees on previously approved leave status ((vacation, etc., (excluding sick)) will remain on such leave status.

C. Exceptions:

In the event a Department Head determines that it is necessary for non-emergency employees to remain at or report to work after offices are closed as the result of inclement weather, then he/she may direct such employees to do so. Such employees will be paid in accordance with the same policies governing emergency employees.

D. Compensation:

Emergency employees who work during their normal or emergency shifts will receive hour-for-hour vacation time in addition to their normal straight time pay for hours worked during the normal shift when City offices are closed by the City Manager due to inclement weather.

The above section is subject to employee labor agreements, when applicable.

E. Public Announcements:

FM Radio stations, WDSD 92.9 and Eagle 97.7 and television station WBOC will be asked to carry announcements of the City's order to close offices due to inclement weather.

F. Employee Message Center

Employees may call the City's Employee Message Center in order to determine the City's operating schedule. The phone number is 736-4240. The message will be updated as information is provided by the City Manager.

ARTICLE XIV

WORKER'S COMPENSATION

SECTION 1. WORKER'S COMPENSATION LEAVE

An employee absent from duty as a result of sickness or disability covered by Delaware Worker's Compensation Act may receive Worker's Compensation benefits up to 66 2/3% of the employee's average weekly pay provided the weekly benefit cannot exceed the maximum limit set by State Law. For the first sixty (60) calendar days that an employee is out under a licensed physician's care as a result of an on the job accidental injury, the City will guarantee 100% of an employee's base weekly pay. The sixty (60) calendar days of full pay is per injury and is cumulative. Partial days will be counted towards the 60 calendar days. In each case where the employee must be absent from duty more than sixty (60) calendar days because of an on the job accident, the City will cease its payments but will allow the employee to elect to use accumulated vacation and sick leave as a supplemental

payment for the difference between his/her regular salary and the payments received under the Worker's Compensation Act. Such an employee may have deducted from his accumulated vacation or sick leave that fraction of a day which is the same as the fraction that the supplemental payment for one day is of a regular day's pay. Supplemental pay and workers compensation pay shall not exceed the employee's average weekly wage. The City shall continue to pay for his/her individual group health insurance, the City's share of dependent health coverage and the City's share of life, accidental death and dismemberment and accident and sickness insurance coverages. Upon returning to work an employee's salary will be computed on the basis of the last salary earned plus any across the board or reclassification salary increase to which the employee would have been entitled during the disability covered by Worker's Compensation.

Temporary employees and part-time employees working less than twenty (20) hours per week will be placed on leave without pay status and will receive all benefits for which they may be eligible for under the Worker's Compensation Act; but are not eligible for the 100% guarantee of base salary for the first sixty (60) days on Worker's Compensation leave.

The above section is subject to employee labor agreements, when applicable.

SECTION 2. ON-THE-JOB INJURIES

The City of Dover and the Workmen's Compensation Law of Delaware require that the standard "Employer's Report of Occupational Injury or Disease" form be completed and filed with the Human Resources Department within two (2) working days after the injury occurs. The employee's immediate Supervisor must answer questions on the form as completely as possible.

The guidelines listed below will be followed in the event of an on the job injury:

1. Emergency first-aid treatment should be administered, whenever practical, and the injured employee should be transported to Kent Medical Center or Kent General Hospital Emergency Room. The method of transportation

whether by the nearest available vehicle or by ambulance shall be determined by the extent of injury and by the person handling the situation.

2. The injured employee, or any other designated person, should notify the injured employee's supervisor as soon as practical after the injury occurs.

3. After the injured employee has received medical treatment he or she shall complete the "Employee's Report" form. The supervisor then shall complete the "Supervisor's Report" form. The injured employee will then complete the "Authorization for Medical and Records" form.

4. After the above three (3) forms have been filled out, the Supervisor and the Human Resources Department will complete the "Employer's Report of Occupational Injury or Disease" form.

5. The completed forms will be delivered to the Human Resources Department for processing.

6. Prior to returning to work from a "lost time injury" the employee must submit, to his/her supervisor, a signed physician's statement authorizing that employee's fitness to return to work status.

SECTION 3. WORKER'S COMPENSATION BENEFITS

City employees are covered by the Delaware Worker's Compensation Act and are required to report all injuries or possible injuries arising out of and in the course of employment to their supervisor by the end of their normal daily work schedule.

ARTICLE XV

SEPARATION, DISCIPLINARY ACTION AND REINSTATEMENT

SECTION 1. TYPES OF SEPARATION

All separations of employees from positions in the service of the City shall be designated as one of the following types and

shall be accomplished in the manner indicated: resignation, reduction in force, disability, retirement, dismissal or death.

SECTION 2. RESIGNATION

A minimum of two (2) weeks notice is required of all resigning non-exempt personnel and four (4) weeks notice for exempt personnel. The resigning employee shall give such notice in writing to his/her supervisor. An employee can not use vacation time as notice for his/her resignation.

The City reserves the right to terminate an employee's employment immediately, after receiving an employee's resignation.

SECTION 3. REDUCTION IN FORCE

In the event that a reduction in force becomes necessary, consideration shall be given to the quality of each employee's past performance, the need for the employee's service and seniority in determining those employees to be retained. Employees who are laid off as a result of a reduction in force shall be given at least two (2) weeks notice of the anticipated lay-off. No regular employee shall be separated while temporary employees continue serving in the same class in the department, unless the regular employee refuses to transfer to the position held by the temporary employee.

The above section is subject to employee labor agreements, when applicable.

SECTION 4. DISABILITY

An employee may be separated for disability when the employee can not perform the required duties as a result of a physical or mental impairment. The employee or the City may initiate action, but in all cases it shall be supported by medical evidence as certified by a competent physician. The City may require an examination at its expense and performed by a physician of its choice. Before an employee is separated for disability, a reasonable effort shall be made to locate alternative positions within the City's service for which the employee may be suited.

SECTION 5. RETIREMENT AGE

Sworn Police Officers hired prior to September 1, 1982 shall retire in accordance with the policies governing this, set forth in Section 18-25 of the Police Pension Plan. All sworn Police Officers hired on or after September 1, 1982 shall adhere to the policies set forth in the Delaware County and Municipal Police/Firefighter Pension with the State of Delaware.

All civilian employees shall refer to the City of Dover General Employee Pension Ordinance, Section 2-181 through 2-184.

SECTION 6. DEATH

All compensation due in accordance with Article X, Section 5 of this policy, will be paid to the estate of a deceased employee. The date of death shall be recorded as the separation date for computing compensation due.

SECTION 7. DISCIPLINARY ACTION

An employee may be suspended, demoted or dismissed as a result of failure in performance of duties or failure in personal conduct. The employee shall be provided with a written notice including the recommended effective date and reasons for the action.

The above section is subject to employee labor agreements or Police Department rules, when applicable.

SECTION 8. FAILURE IN PERFORMANCE OF DUTIES

An employee whose work is unsatisfactory over a period of time shall be notified by the supervisor in what way the employee's work is deficient and what must be done if the work is to be satisfactory.

An employee who is suspended, demoted or dismissed for unsatisfactory performance of duties shall normally receive at least two warnings before disciplinary action is taken. First, one or more oral warnings must be issued by the employee's supervisor, and second, a written warning must be issued by the department head serving notice upon the employee that corrected performance must take place immediately in order to avoid disciplinary action. The supervisor and department head must record the dates of their discussions with the employee, the performance deficiencies

discussed and the corrective actions recommended and must file the information in the employee's personnel folder in the Human Resources Department.

Failures in the performance of duties considered to be adequate grounds for suspension, demotion or dismissal include, but are not limited to the following representative examples:

(a) inefficiency, ineffectiveness, negligence or incompetence in the performance of duties,

(b) careless, negligent or improper use of City property or equipment,

(c) physical or mental incapacity to perform duties,

(d) discourteous treatment of the public or other employees,

(e) leaving work assignments during working hours without prior supervisory permission,

(f) habitual improper use of leave privileges,

(g) habitual pattern of failure to report for duty to the assigned time and place and

(h) failure to observe safety rules and regulations.

SECTION 9. FAILURE IN PERSONAL CONDUCT

An employee may be suspended, demoted or dismissed for causes relating to personal conduct detrimental to City service or for other serious reasons. Such action may be necessary to avoid undue disruption of work or to protect the safety of persons or property.

An employee suspended, demoted or dismissed for causes relating to personal conduct shall be: (1) given a statement of the charges before the disciplinary action, (2) allowed to respond, and (3) given a prompt written statement of the decision of the department head. If circumstances are such that the department head must take immediate action without notice, then Section 11 of this Article shall apply.

The following causes relating to failure in personal conduct are representative of those considered as being adequate grounds for suspension, demotion or dismissal:

(a) fraud in securing appointment,

(b) conviction of a felony or a misdemeanor which would adversely affect performance of duties, or the entry of a plea of "no contest" to either,

(c) misappropriation of City funds or property,

(d) falsification of City records for personal profit or to grant special privileges,

(e) reporting to work under the influence of alcohol or other narcotic drugs or partaking of such things while on duty or while on public property, except that prescribed medication may be taken within the limits set by a physician so long as medically necessary,

(f) any action with the intent to deceive,

(g) theft, unauthorized use or unauthorized removal of City property,

(h) insubordination which shall mean the failure or deliberate refusal by an employee to obey a proper order given by a supervisor or the use of disrespectful language towards his/her supervisor,

(i) disorderly conduct including fighting, practical jokes and horseplay,

(j) abuse of employee benefits,

(k) unapproved outside employment,

(l) gross negligence in performance of duties,

(m) any other actions which reflect adversely upon the City, and

(n) discrimination or harassment of any person on the grounds of race, color, religion, sex, handicap, sexual orientation, physical handicap, age or national origin.

SECTION 10. DISCIPLINARY SUSPENSION

An employee who is suspended for disciplinary reasons shall be relieved temporarily of all duties and responsibilities and shall receive no compensation for the period of the suspension.

SECTION 11. IMMEDIATE DISCIPLINARY SUSPENSION

An employee may be suspended without notice by the Department Head for causes related to personal conduct in order to avoid undue disruption of work, to protect the safety of persons or property or for other serious reasons. When a Department Head suspends an employee he/she shall tell the employee to leave City property at once and remain away until further notice. A written summary detailing the circumstances and facts leading to the suspension shall be prepared, one copy delivered to the employee by certified mail and one copy filed in the employee's personnel folder in the Human Resources Department and one copy delivered to the Bargaining Union President (when applicable).

SECTION 12. NON-DISCIPLINARY SUSPENSION

During the investigation, hearing or trial of an employee on any criminal charge or during the course of any civil action involving the employee, the Department Head may suspend the employee without pay for the duration of the proceeding as a non-disciplinary action if such action is deemed necessary in the best interest of the City.

Sworn Police Officers will conform to policies outlined in the Police Bill of Rights.

Full recovery of pay and benefits for the period of non-disciplinary suspension may be authorized by the City if the suspension is terminated with full reinstatement of the employee.

SECTION 13. REINSTATEMENT

An employee who resigns while in good standing or who is dismissed as a result of reduction in force may be reinstated, with

the approval of the Department Head and the City Manager or an appropriate City Official. An employee who enters active service with the Armed Forces of the United States, the Public Health Service or with a Reserve component of the Armed Forces will be granted reinstatement rights commensurate with the Veterans Readjustment Assistance Act.

ARTICLE XVI

GRIEVANCE PROCEDURE

SECTION 1. POLICY

It is the policy of the City to provide a just procedure for the presentation, consideration and disposition of employee grievances. The purpose of this Article is to outline the procedure and to insure all employees that a response to their grievance will be prompt and fair.

SECTION 2. GRIEVANCE - DEFINED

A grievance shall be any disagreement or dispute arising from the application, meaning or interpretation of the conditions, policies and procedures set forth in these personnel rules.

SECTION 3. PURPOSES OF THE GRIEVANCE PROCEDURE

The purposes of the grievance procedure include but are not limited to the following:

(a) providing employees with a procedure by which their grievances can be considered promptly and fairly,

(b) encouraging employees to express themselves about the conditions of work which affect them as employees,

(c) promoting better understanding of the policies, practices and procedures which affect employees,

(d) increase the confidence that employees have that personnel actions are taken in accordance with established fair and uniformed policies and procedures and

(e) increases the sense of responsibility which supervisors exercise in dealing with their employees.

SECTION 4. PROCEDURE

When an employee has a grievance, the following successive steps are to be taken. The number of days for each step should be considered the maximum number of working days unless otherwise provided and every effort should be made to expedite the process. Time limits at any step however may be extended by mutual consent.

All documents used in this procedure must be dated and signed by the respondent and recipient.

The procedure for presentation, consideration and disposition of employee grievances is as follows:

(a) An employee with a grievance concerning rules defined by this personnel policy shall present the matter to his/her immediate supervisor within ten (10) days of its occurrence with the objective of resolving the matter informally. The employee may present his/her grievance either orally or in writing. The supervisor shall then attempt to adjust the matter and give the employee an answer, either orally or in writing no later than three (3) working days after the grievance is presented. The grievance and answer shall be reported to the supervisor's immediate superior.

(b) If the grievance is not resolved at Step 1 above, the employee may present the grievance to the head of his/her department within five (5) working days after the supervisor's answer is given or due. The Department Head shall confer with the employee regarding the grievance within three (3) working days after the grievance is presented and shall render a written decision within three (3) working days after the conference is held.

(c) If the grievance is not resolved in Step 2 above, the employee may present the written grievance to the City Manager within five (5) working days after the Department Head's decision is rendered or due. The City

Manager shall confer with the employee and Department Head regarding the grievance within five (5) working days after the grievance is presented and shall submit his/her written decision to the employee within ten (10) working days after the conference is held. The City Manager's or appropriate City Official's decision shall be final.

If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not provide a written response to the grievance or appeal thereof within the specified time limits, the grievant may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step in accordance with the procedure set forth.

The entire grievance procedure is subject to employee labor agreement, when applicable.

ARTICLE XVII

EMPLOYEE BENEFITS

SECTION 1. INSURANCE BENEFITS

The City shall make group life insurance, group hospital, surgical and health insurance, accidental death and dismemberment insurance and off-the-job group accident and sickness available for full-time regular employees. Refer to the applicable employee labor agreements for specific details.

(a) Group Hospital, Surgical and Health: The City shall pay a portion of an employee's health care up to a specific amount. The City shall provide group hospital, surgical and health insurance coverage for employees and their families. The City pays 100% of each full-time regular employee's individual coverage and 75% of the cost of dependent coverage.

The above section is subject to employee labor agreement, when applicable.

(b) Group Life: The City shall pay 50% of the cost of individual employee coverage for full-time regular employees. The employee must pay the other 50%. The insurance shall provide coverage equal to twice an employee's annual salary rounded to the next $1000. Maximum coverage will be determined by insurance policy.

(c) Accidental Death and Dismemberment: The City shall pay 50% of the cost of individual employee coverage for full-time regular employees. The employee must pay the other 50%. The insurance shall provide accidental death insurance coverage equal to twice the employee's annual salary and accidental dismemberment coverage based on a schedule rounded to the next $1000. Maximum coverage will be determined by insurance policy.

(d) Off-the-Job Accident and Sickness: The City shall pay 50% of the cost of the individual employee coverage for full-time regular employees. The employee must pay the other 50%. The insurance shall provide a weekly check for covered benefits for up to 52 weeks for an off-the-job disability accident or sickness.

For employees who are represented by the Fraternal Order of Police (FOP) please see your employee labor agreements for benefit begin date and waiting periods.

For all employees, with the exception of employees represented by the Fraternal Order of Police (FOP)the following waiting periods and conditions apply:

Sickness: The employee is entitled to up to fifty-two (52) weeks of short-term disability coverage. There is an initial waiting period of 7 calendar days following the onset of an illness. During this 7 day period no benefits are paid. The 7 day waiting period counts towards the 52 weeks.

Off Duty Accident: There is no waiting period following

an off duty accident. The employee is entitled to up to fifty-two (52) weeks of short-term disability payments.

(e) Long-term Disability Insurance: The City shall pay 100% of the monthly premium for all full-time non-bargaining employees. Approved by City Council on January 12, 2009.

~~(e)~~ (f) Vision Insurance: The City shall pay 100% of the cost of vision insurance for the employee. Dependent coverage is not available. The plan shall provide for one eye exam every 24 months in addition to benefits for glasses or contact lenses.

In the case of each insurance benefit listed above, it shall be the employee's responsibility to activate the coverage applicable.

If an employee is enrolled between or on the first and fifteenth of the month for any of the insurance coverages, then his/her individual coverage shall be effective the first day of the following calendar month. If an employee is enrolled between or on the sixteenth and the last day of the month, then his/her coverage shall be effective on the first day of the calendar month following one (1) calendar month of employment. Dependent coverage must be taken when the employee enrolls for individual coverage or it may be delayed by the Insurance Carrier.

Part-time regular employees working twenty (20)or more hours per week shall be eligible for the same coverages listed above. However, the City's share and the cost of the coverage shall be one-half (1/2) that for full-time regular employees. For each coverage where the City pays the full cost or a portion of the cost for full-time employees, the City will pay only one-half (1/2) of the same costs for eligible part-time employees.

Part-time regular employees working less than twenty (20) hours per week shall not be eligible for the coverages listed in this section.

Temporary employees shall not be eligible for the coverages listed in this section.

SECTION 2. RETIREMENT BENEFITS

The City shall make available to full-time regular employees working at least thirty-seven and a half (37.5) hours per week a City Retirement Plan. All employees hired after July 1, 1991 shall be required as a condition of employment to join a plan. Employees shall remain members until their employment with the City ceases, retires or pass away. Pension benefits shall be provided through one of the following:

(a) Police Pension Plan (Sponsored either by the City of Dover or State of Delaware)

(b) General Employee Pension Plan

(c) Defined Contribution Plan

The City shall provide group hospital, surgical and health insurance coverage for retired employees and their families. The City pays 100% of each retiree's individual coverage and 75% of the cost of dependent coverage. This applies to all retirees, unless otherwise specified in employee labor agreements.

SECTION 3. DEFERRED INCOME

The City shall make available through its membership in the International City Management Association Retirement Corporation (ICMA) and Public Employees Benefit Services Corporation (PEBSCO) deferred compensation plans for regular employees whereby an individual can defer a portion of his/her current salary for use at a predetermined retirement date. The City shall make contributions based upon Employee Labor Agreements when applicable. For regular non-bargaining employees the employee benefit shall be no less than the highest contribution required by an employee labor agreement.

SECTION 4. UNIFORMS

The City shall provide uniforms for certain personnel. These employees shall be required to wear uniforms so they will be easily identified as City employees while working on or near private property.

The employee is responsible for the uniforms. Therefore, the

cost of avoidable damage or loss of uniforms shall be paid by the employee. An employee will wear his/her uniform properly, will not allow them to be worn by other individuals and will wear them only during working hours or to and from work. Upon separation from employment, the employee shall return the uniforms to the City.

The above section is subject to employee labor agreement, when applicable.

SECTION 5. BLOOD BANK

The City shall make available to full-time regular employees and retirees the option of joining the Blood Bank of Delaware group plan. This program provides protection for the employee/retiree and his/her dependents if the need for blood arises. Under the group plan the employee/retire and his/her dependents are protected in all 50 states and Canada for an unlimited amount of blood.

The City shall pay annual dues, however, when contacted by the Blood Bank, an employee/retiree must agree to one of the following:

(a) donate a pint of blood,

(b) have someone else donate a pint of blood in his/her name,

(c) pay a fee to the City's Blood Bank of Delaware Group Plan.

Part-time regular employees working less than twenty (20) hours per week and temporary employees are not eligible for the Blood Bank.

SECTION 6. CREDIT UNION

The State of Delaware employs a Credit Union which is a federally insured savings and loan organization. All City employees shall be eligible to become a member subject to the requirements of the Credit Union.

SECTION 7. SERVICE AWARDS

The City shall provide a Service Award program to recognize

employees for continuous and loyal service. Employees who work thirty-seven and a half (37.5) or more hours per week are eligible for the award.

Awards shall be presented to employees who have completed five, ten, fifteen, twenty, twenty-five and thirty years of service.

SECTION 8. Police Chief and Police Major

The Police Chief and Police Major shall follow the benefits indicated in the Fraternal Order of Police (FOP) until such time as the current Police Chief and Police Major no longer hold their current position. Thereafter, the Police Chief and Police Major will follow the guidelines for benefits as indicated in the City of Dover Personnel Policy. In addition, they will be entitled to uniforms,uniforms dry cleaned, professional liability insurance coverage and follow the police holiday schedule.
Approved by City Council on January 12, 2009.

ARTICLE XVIII

EDUCATIONAL ASSISTANCE

SECTION 1. LIMITED EDUCATION LEAVE WITH PAY

A limited education leave of absence with full or part pay or unpaid leave during regular working hours may be granted to a regular full-time employee upon the recommendation of the department head and with the approval of the City Manager or appropriate City official to permit an employee to take courses of study which will better prepare the employee to perform his/her assigned duties.

SECTION 2. EXTENDED EDUCATION LEAVE WITH PAY

Full time educational leave of absence at full or part pay or unpaid leave for a period not to exceed twelve (12) calendar months may be granted to regular employees upon recommendation of the City Manager and Department Head with the approval of the City Council. An employee granted such extended educational leave with pay shall agree to return to the service of the City upon completion and training and remain an employee of the City for a period equal to

two years or the employee shall reimburse the City for all compensation received while on educational leave in addition to all education reimbursements. This agreement shall not constitute an employment contract.

Article XIII, Section 3 shall apply to an employee on full-time education leave.

SECTION 3. EDUCATIONAL ASSISTANCE

The City promotes continuing education if this education will better prepare the employee to do his/her job. An employee is allowed to receive reimbursement for a maximum of three (3) courses per semester/quarter/block. This benefit is available to an employee who has successful completed his or her initial probationary period of employment, with the exception of sworn police officers. Sworn police officers are eligible upon completion of six months of employment.

To be eligible for this benefit an employee must have demonstrated during his/her full-time regular employment with the City, prior to application, that his/her elementary and secondary public school training is sufficient and adequate for extended study and training and that such informal education and training is compatible and commensurate with the employee's chosen extended study and training.

The employee's selected major must be approved in writing and in advance by his/her Department Head and the Human Resources Department. The selected courses of study must be helpful to the employee in his or her present work and basic advancement.

The City shall reimburse the employee for tuition, laboratory fees and books. Reimbursement will be the lower of University of Delaware in-state rates for the level and type of course taken or the actual amounts paid for tuition. Employees shall receive reimbursement based upon the follow schedule:

Letter Grade	Grade	Reimbursement Percentage
A	90 to 100	100%
B	80 to 89	90%

C	70 to 79	80%
D or F	69 and under	0

Receipts and official grade verification must be provided for reimbursement.

The City shall reimburse the employee for books provided the City has the option of retaining the books if it so desires.

An employee who takes advantage of this policy shall be required to complete at least two (2) continuous years of employment with the City upon receiving reimbursement or shall have the amount of the reimbursement deducted from his/her final pay check. This agreement shall not constitute an employment contract.

No employee shall be eligible for benefits under this policy if they are enrolled and receiving benefits under any other Education Association Plan, such as the "G.I. Bill", financial aid or etc.

For complete details on the reimbursement process please contact the Human Resources Department.

ARTICLE XIX

PERSONNEL RECORDS AND REPORTS

SECTION 1. PERSONNEL RECORDS MAINTENANCE

Personnel records are necessary for proper administration of the personnel system and will be maintained by the Human Resources Department with the exception that the Police Chief will maintain files for sworn police officers. The City shall maintain in personnel records only information that is relevant to accomplishing personnel administrative purposes. Supervisors may keep working personnel files but material not maintained in the Human Resources files or the files maintained by the Internal Affairs division of the Police Department may not provide the basis

for discipline against an employee.

The following minimum information on each City employee must be maintained:

(a) name,

(b) age,

(c) date of original employment or appointment to City service,

(d) current position title,

(e) current salary,

(f) date and amount of most recent change in salary,

(g) date of most recent promotion, demotion, transfer, suspension, separation or other change in position classification and

(h) office to which the employee is currently assigned.

SECTION 2. ACCESS TO PERSONNEL RECORDS

Any person may have access to the information listed in Section 1 except for items e,f and g for the purpose of inspection, examination and copy during regular business hours of the City. Access to such information shall be governed by the following:

(a) All disclosure of records shall be accounted for by keeping a written record (except for authorized persons processing personnel actions) of the following information: Name of the employee; information disclosed; date information was requested; name and address of person to whom the disclosure is made; purpose for which the information is requested. This information must be retained for two years.

(b) Upon request, records of disclosure shall be made available within a reasonable time to the employee to whom it pertains.

(c) An individual examining a personnel record may copy the information. Any available photocopying facilities may be provided and the cost may be assessed to the individual.

SECTION 3. CONFIDENTIAL INFORMATION

All information contained in a City employee's personnel file, other than the information listed in Section 1, subparagraphs a, b, c, d and h of this Article shall be maintained as confidential and shall be open to public inspection only in the following instances:

(a) The employee or his/her duly authorized agent may examine all portions of his or her personnel file, except for letters of reference solicited prior to employment.

(b) A licensed physician designated in writing by the employee may examine the employee's medical record.

(c) A City employee having supervisory authority over the employee may examine all material in the employee's personnel file.

(d) By order of a court of competent jurisdiction, any person may examine all material in the employee's personnel file.

(e) Each individual requesting access to confidential information will be required to submit satisfactory proof of identity.

(f) A record shall be made of each disclosure and placed in the employee's file (except of disclosure to the employee and supervisor).

SECTION 4. EXCEPTIONS

Exceptions may be granted to Section 2 and 3 of this article upon determination by the City Solicitor that such exceptions are allowable under Chapter 100, Title 29 of the Delaware Code (Freedom

of Information Act).

SECTION 5. RECORDS OF FORMER EMPLOYEES

Former employees are not permitted to review their personnel file. Employees who are laid off with a right of reemployment or are on a leave of absence are permitted to review the file.

SECTION 6. REMEDIES OF EMPLOYEE OBJECTING TO MATERIAL IN FILE

An employee who objects to material in his/her file may place in his file a statement relating to the material he/she considers being inaccurate or misleading. The employee may seek the removal of such material in accordance with established grievance procedures.

City of Dover

Performance Based Pay Policy For Non-Bargaining Employees

April 26, 2010

I. Purpose

The City of Dover Performance Based Pay Policy is intended to provide equitable compensation based on performance for all non-bargaining exempt and non-exempt positions when considered in relation to each other and to general pay ranges for similar employment elsewhere. This policy rewards excellence in core competencies, as well as the ability to get results.

This policy will allow the City to maintain an effective, responsible and loyal work force, and allow us to recruit and retain high quality employees. The Policy establishes pay ranges and maintains an effective ongoing pay system for appropriate compensation recognizing the importance of results-based performance.

II. Pay Plan Maintenance

The Pay Plan will be updated yearly in the Annual Budget by the City Manager for City Council consideration and approval. The City Manager shall use the CPI-U published in January as the basis of annually increasing the Pay Plan, except when the CPI-U is less than zero, than no increase in the Pay Plan will be recommended. Every third year the City will retain the services of a professional labor market researcher to review the City's Pay Plan and report whether it is satisfactory or in need of further adjustment. The annual increase in the Pay Plan shall not be considered a cost of living salary increase.

III. Annual Salary Appropriation for Non-Bargaining Salary Increases.

The City Manager shall place in the Annual Budget an overall appropriation for Non-Bargaining salary increases to be approved by City Council. The amount of the appropriation shall be equal to the total current year base salary for non-bargaining employees' multiplied by the sum of the CPI-U published in January plus 1%. The additional 1% shall be used to compensate employees with commendable and outstanding performance. However, where the CPI-U is less than an increase given to a bargaining unit through a contract then the higher increase will be used as a basis by the City Manager instead of the CPI-U.

While it is the intent of the City to keep salaries competitive within the market place, the City Council reserves the right to set percentage increases based on what it determines the City can afford regardless of changes in the CPI-U or bargaining unit increases. The annual appropriation approved by City Council shall be disbursed to non-bargaining employees in accordance with the following Sections of this policy.

IV. Performance Evaluations and Advancement Guidelines

Performance evaluations must be completed annually, prior to any consideration for an increase in pay. No supervisor shall receive an increase in pay until subordinate evaluations are complete. The evaluation will include measurement of the results of predetermined goals and objectives, unplanned assignment results and core competencies. The evaluations shall give goals and objectives for the coming evaluation year.

The amount of the proposed pay increase will be determined by the overall performance.

The CPI-U published in January of each year will be the basis for the percentage of mid-point increase for an employee who receives a "good" performance. In years where the City Council approved a higher bargaining unit increase instead of the CPI-U then the basis shall be the bargaining unit's increase. Employees with Commendable or Outstanding Performance Scores shall receive higher midpoint adjustments, and employees with Unacceptable and Needs Improvement will receive lower or no mid-point salary adjustments. The actual percentage increases at the mid-point shall be calculated so that the total amount appropriated shall not exceed the amount approved by City Council as described in Section II. After approval of the Annual Budget the City Manager will publish a schedule that sets forth the approved mid-point increases for each Salary Range and Performance Score for use by Department Heads to complete Personnel Status Action Form.

V. Evaluation Quality Control Systems

To ensure quality control, the Human Resources Department will review employee performance evaluations each year **prior to presentation to the employee** to ensure that they have clear and concise goals and objectives with expected results that are aligned with the City's Strategic Organizational Plan. Goals are to be **S.M.A.R.T.** (**S**pecific, **M**easurable, **A**ttainable, **R**ealistically High, **T**arget Date). In addition, to review if ample or insufficient goals have been assigned to the employee.

The comments supporting the results achieved must be specific to the goals and/or competencies and not just a repetition of the goal or objective. Achievement or lack thereof of results and progression in core competencies are to be outlined in these comments.

The Human Resources Department will also review the evaluators for unusual patterns such as consistently high/low patterns of scoring, as well as incomplete or unrelated comments to support the performance points associated with the goals and objectives. While there are no formal quotas, there is an expectation that scoring will naturally fall into a normalized pattern, particularly as evaluations are considered over time and in groups. Feedback will be given to

evaluators and their department heads to give them the opportunity to justify the perceived inequities or patterns and if necessary correct the problem(s).

VI. Procedures for New Job Titles/Grades and Re-grading and Retitling Existing Positions

To establish new job titles, grade new positions, or re-grade and re-title existing positions where job responsibilities have changed, the following procedure must be followed **(Please note that the procedure could be modified by the City Manager during the budget process.)**:

1. Department heads must submit a proposed job description along with a completed Position Analysis Factor (PAF) Guide to the Human Resources Department with an explanation outlining the reasons for the new title, re-grade or new position. The Human Resources Department will enter the Position Analysis into the Job Analysis Qualification (JAQ) software to determine the salary grade. The Human Resources Director shall compile all of the new positions, new titles and new grades and forward them to the City Manager for consideration within the annual budget.

2. To ensure that existing job titles and grades are kept current, as part of the budget process each Department Head/supervisor will give the employee a copy of their current job description and ask the employees to review the description for accuracy. The employees will return the job descriptions within one (1) week of receiving them from the Department Head/supervisor and discuss the changes (if any) with the Department Head/supervisor. The Human Resources Department will review the submitted information within one (1) week from receiving it from the Department Head for appropriateness and use the Position Analysis Factor Guide to reevaluate the position. When reclassification is initiated, all incumbents holding the same job title should complete a JAQ. A desk audit usually at the job site would then be conducted with the individual being considered for reclassification or with a representative number of people if the reclassification request affects a number of people with the same title. Key questions concerning the job should be answered to assist in determining the proper level within the overall pay and classification system. The analysis of all the information is then compared to the current position description for the various classifications' levels and weighted, using the same quantitative point-factor rating criteria used to establish the level of all positions in the City pay plan. The Human Resources Department will notify the Department Head and City Manager of the outcome of the review and recommendations. The employee shall be informed of the outcome by the Department Head. Proposed reclassifications will be included in the budget proposal of the City Manager.

3. Hiring, promoting and re-grading an employee to a new or open position will be done in accordance with established procedures outlined in the Employee Handbook.

4. Establishing the hiring salary or salary increase associated with a promotion or re-grading will be derived as follows:

   a. Employees will be placed within the approved salary range at the entry level. On occasion for highly skilled, technical, or managerial positions, it would be necessary to hire above the minimum rate in the range, but not above the mid-point. In these cases, consideration will be given to the applicant/employee's education, equivalent experience, related experience and past performance. Recognizing that the current salary ranges are based on a 20-year period between the entry salary and maximum salary the individual may be placed within the salary range using the following guidelines: (1) The employee will be given credit for equivalent experience year for year; (2) Credit for related experience will be ½ year for year; (3) Year for year equivalent experience credit will be given for college experience beyond the minimum required where a related Master's or related Bachelor's Degree has been obtained. A recommendation to hire above the minimum rate in the range should be documented by the supervisor, reviewed and endorsed by the Human Resources Director and approved by the City Manager.

VII. Personnel Performance Evaluation Appeal Process

Employees dissatisfied with performance evaluations are entitled to dispute the evaluation through the following appeal process.

1. Employees may request an appeal of the evaluation within seven (7) days of receiving the evaluation.

2. The appeal must be filed with the employee's immediate supervisor, in writing, stating the reason(s) for the dispute. The contents of the appeal request must include the specific categories being appealed, the rating sought, and the justification for the change. The immediate supervisor's decision will be rendered to the employee, in writing, within seven (7) days.

3. If an employee is dissatisfied with the immediate supervisor's decision, then the appeal will be forwarded within seven (7) days to the next level of supervision for that division along with a copy to the Human Resources Director.

4. If the employee is still dissatisfied with the decision, the process will continue through each level of supervision up to the City Manager or the Mayor and Council depending on the reporting relationship. City Manager and Council Appointee Department Heads shall have final decision on employees within their departments. Mayor and Council shall hear any appeals by the City Manager or Council Appointed Department Heads. Any appeal going as far as the City Manager, Council Appointed Department

Heads, or Mayor and Council will be first submitted to the Human Resources Director.

VIII. Instructions for Using the Pay-for-Performance Evaluation

Detailed instructions are located on Public Docs in the Pay-for-Performance folder.

IX. Evaluator Training

All evaluators will receive detailed training in setting S.M.A.R.T. goals and objectives, preparing for and giving Pay-for-Performance evaluations, using the Pay-for-Performance Worksheet and completing the Position Analysis Factor Guide. Ongoing and refresher training will take place as needed each fiscal year, however never less then once. Failure to attend the training will result in no salary increase awarded. Training will be mandatory, unless excused by the employee's Department Head. If there is a pattern of nonattendance, the HR Director will have a conversation with the Department Head and advise the City Manager of the reasons. Training will include the following subjects: introduction of policy, purpose, guidelines, components of policy, evaluation, appeal process, S.M.A.R.T. goals and objectives, JAQ scoring system and plan administration. Each topic is to be addressed as it relates to the employee as an evaluator.

X. Employee Training

All employees will be extended an invitation to attend annual training of the Pay for Performance system. Subjects to be discussed are as followings: introduction of policy, purpose, guidelines, components of policy, evaluation, appeal process, S.M.A.R.T. goals and objectives, JAQ scoring system and plan administration. Each topic is to be addressed as it relates to the employee.

XI. Weights for Each Position

Each non-bargaining position was evaluated and weights were assigned that determined the degree of responsibility and control it contained versus recurring or scheduled tasks as identified in the position description. For example, if a position was determined to have fairly low responsibilities and required the same duties on a recurring basis, the core competencies weight will be greater than the planned goals and unplanned assignment results weight. Conversely, a department director's position would receive the highest weight for planned goals and unplanned assignment results and the lowest weight for core competencies since the position has a much higher level of autonomy and responsibilities.

Appendix A

P.F.P. Salary Calculation Worksheet

(Adopted by City Council 4/26/2010)

Instructions:

The CPI-U published in January of each year will be the basis for the percentage of mid-point increase for an employee who receives a "good" performance. In years where the City Council approved a higher bargaining unit increase instead of the CPI-U then the basis shall be the bargaining unit's increase. Employees with Commendable or Outstanding Performance Scores shall receive higher midpoint adjustments, and employees with Unacceptable and Needs Improvement will receive lower or no mid-point salary adjustments. The actual percentage increases at the mid-point shall be calculated so that the total amount appropriated shall not exceed the amount approved by City Council as described in Section II. After approval of the Annual Budget the City Manager will publish a schedule that sets forth the approved mid-point increases for each Salary Range and Performance Score for use by Department Heads to complete Personnel Status Action Form.

OVERALL SCORE		
FROM	**TO**	**ADJUSTMENT**
		For example:
10	19	0%
20	29	2% of mid-point
30	35	*3% of mid-point*
		(Based upon the CPI-U or Floor/Ceiling of Union Contracts)
36	41	4% of mid-point
42	50	5% of mid-point

City of Dover
Turnover

2010		Full-time			Part-time			Total Employees	
	Total	Terminated	Resigned	Retired	Terminated	Resigned	Retired	Full-time	Part-time
January	2			2				365	16
February	0							365	16
March	3		1	2				363	16
April	3		1	2				360	16
May	3	1		2				361	16
June	1			1				362	16
July	2		1	1				360	16
August	2		1			1		361	15
September	1		1					363	15
October	0							365	16
November	3		1	2				357	16
December	1			1				356	16
Total	21	1	6	13		1		4,338	190
Total Turnover %	5.57%							362	16
Termination Turnover %	0.27%								
Resignation Turnover %	1.86%								
Retired Turnover %	3.45%								

2011		Full-time			Part-time			Total Employees	
	Total	Terminated	Resigned	Retired	Terminated	Resigned	Retired	Full-time	Part-time
January	0							358	16
February	0							359	16
March	0							360	16
April	2	1			1			364	15
May	1	1						364	15
June	3		1	2				361	15
July	3		3					358	15
August	4			3		1		355	14
September	5	1	4					351	14
October									
November									
December									
Total	18	3	8	5	1	1		3,230	136
Total Turnover %	4.81%							359	15
Termination Turnover %	1.07%								
Resignation Turnover %	2.41%								
Retired Turnover %	1.34%								