



NEW CASTLE COUNTY COUNCIL ADMINISTRATIVE-FINANCE COMMITTEE MEETING

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

June 14, 2022
5:00 PM

VIRTUAL ZOOM WEBINAR MEETING &
LOUIS L. REDDING CITY/COUNTY BUILDING
1ST FLOOR COUNCIL CHAMBERS
800 N. FRENCH STREET, WILMINGTON, DE 19801**

AGENDA

A. Call To Order/Roll Call

B. Approval of Minutes

C. Review/Discussion of Resolution(s)

R22-120: AUTHORIZING THE COUNTY EXECUTIVE TO SIGN THE COLLECTIVE BARGAINING AGREEMENT WITH THE FRATERNAL ORDER OF POLICE, NEW CASTLE COUNTY LODGE NO. 5 Introduced by: Ms. Hartley-Nagle

R22-121: AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH THE DELAWARE RIVER & BAY AUTHORITY TO SHARE COSTS ASSOCIATED WITH THE VOLUNTARY CLEAN UP PROGRAM AGREEMENT ENTERED INTO ON OCTOBER 16, 2017 WITH THE DELAWARE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL THE DELAWARE RIVER & BAY AUTHORITY Introduced by: Mr. Sheldon, Mr. Woods

R22-122: TO AMEND NEW CASTLE COUNTY COUNCIL EMPLOYEE HANDBOOK CHAPTER 7 ("LEAVES OF ABSENCE") RELATING TO LEAVES OF ABSENCE Introduced by: Ms. Kilpatrick, Mr. Sheldon

D. Review/Discussion of Ordinance(s)

°22-066: TO AMEND THE PAY PLAN AND RATES OF PAY FOR CLASSIFIED SERVICE MANAGERS AND ADMINISTRATORS, REPRESENTED BY THE DELAWARE PUBLIC EMPLOYEES COUNCIL 81, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), AFL-CIO, AFFILIATE LOCAL 3109, TO REVISE THE POSITION TITLE OF TREASURY OPERATIONS SUPERVISOR TO FINANCE OPERATIONS SUPERVISOR AND TO ADOPT THE REVISED CLASS SPECIFICATION Introduced by: Ms. Hartley-Nagle

°22-067: AMEND THE GRANTS BUDGET: APPROPRIATE FUNDING FROM NEW CASTLE COUNTY COUNCIL FY2022 APPROVED OPERATING BUDGET TO THE 2022 NEW CASTLE COUNTY YOUTH EMPLOYMENT GRANT, WHICH IS ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES, DIVISION OF COMMUNITY RESOURCES Introduced by: Mr. Smiley

°22-068: AMEND THE GRANTS BUDGET: APPROPRIATE FUNDING FROM THE NEW CASTLE COUNTY COUNCIL FY2022 APPROVED OPERATING BUDGET TO THE SENIOR HOME REPAIR PROGRAM GRANT, WHICH IS ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES Introduced by: Mr. Smiley

°22-069: AMEND THE FY2022 APPROVED OPERATING BUDGET: REDUCE THE GRANTS AND FIXED CHARGES BUDGET LINE ITEM OF COUNTY COUNCIL TO PROVIDE FUNDING FOR NEW CASTLE COUNTY GRANTS Introduced by: Mr. Smiley

°22-070: AMEND THE FY2022 CAPITAL PROGRAM AND BUDGET: APPROPRIATE \$106,226 IN FUNDING RECEIVED FROM THE RECORDER OF DEEDS TECHNOLOGY FEE ACCOUNT AND \$54,801 IN FUNDING RECEIVED FROM THE NEW CASTLE COUNTY TECHNOLOGY FEE ACCOUNT WITHIN THE OFFICE OF THE RECORDER OF DEEDS TO THE DEPARTMENT OF ADMINISTRATION, TECHNOLOGY ENHANCEMENTS 2022 CAPITAL PROJECT Introduced by: Mr. Smiley, Mr. Cartier

°22-071: AMEND THE GRANTS BUDGET: REALIGN \$363,000 IN FUNDS FROM THE UNITED STATES DEPARTMENT OF THE TREASURY WITHIN THE AMERICAN RESCUE PLAN ACT GRANT FROM GRANTS AND FIXED CHARGES TO SALARIES AND WAGES AND EMPLOYEE BENEFITS, WHICH IS ADMINISTERED BY THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE Introduced by: Mr. Smiley, Mr. Cartier

E. New Castle County Grant Requests/Community Events

F. Expense and Revenue Round Table

G. Other


H. Public Comment

I. Adjournment

AGENDA POSTED: June 7, 2022

*The agenda is posted (7) seven days in advance of the scheduled meeting in compliance with 29 *Del. C.* Section 10004(e)(2). The meeting may go into Executive Session to address issues that arise at the time of the meeting.

**Under Title 29, Section 10006A of *Delaware Code*, New Castle County Council is holding this meeting as a

telephone and video conference, utilizing  Webinar. In addition, this meeting is open to the public in Council Chambers (800 N. French Street, Wilmington, DE 19801). The link to join the meeting via computer, smart device, or smart phone is : <https://zoom.us/j/377322142> You may also call into the meeting (audio) using the following call in numbers: 1-312-626-6799 or +1-646-558-8656 or +1-346-248-7799 or +1-669-900-9128 or +1-253-215-8782 or +1-301-715-8592. Then enter the Webinar ID: 377 322 142. If you do not have a good connection with one, please try the others. Additional information regarding phone functionality during the meeting is available at: <https://support.zoom.us/hc/en-us/articles/360029527911-Live-Training-Webinars>

Meeting materials, including a meeting agenda, legislation to be addressed during the meeting, and other materials related to the meeting are electronically accessible at <https://www.nccde.org/2351/Agendas-and-Minutes>. Members of the public joining the meeting may be provided an opportunity to make comments in real time. A comment period will be administered by a moderator to ensure everyone may have an opportunity to comment.

If permitted to comment, you will not be able to speak until called upon by the moderator. For those appearing virtually, there are functions in the program that allow you to do this. Please see the link in the previous paragraph.

Introduced by: Ms. Hartley-Nagle
Date of introduction: June 14, 2022

RESOLUTION NO. 22-120

**AUTHORIZING THE COUNTY EXECUTIVE TO SIGN THE
COLLECTIVE BARGAINING AGREEMENT WITH THE FRATERNAL
ORDER OF POLICE, NEW CASTLE COUNTY LODGE NO. 5**

WHEREAS, the County Executive has successfully negotiated a collective bargaining agreement with the Fraternal Order of Police, New Castle County Lodge No. 5, attached as Exhibit “A”.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby authorizes the County Executive to sign the agreement with the Fraternal Order of Police, New Castle County Lodge No. 5 as set forth in Exhibit “A” hereto.

Adopted by County Council of
New Castle County on:

President of County Council
of New Castle County

SYNOPSIS: This Resolution authorizes the County Executive to sign the collective bargaining agreement with the Fraternal Order of Police, New Castle County Lodge No. 5. This agreement defines the wages and other terms of employment for the bargaining unit from July 1, 2022 through June 30, 2026.

It provides for a 2.5% increase in the first year effective July 1, 2022; a 2.5% increase in the second year effective July 1, 2023; a 2.5% increase in the third year effective July 1, 2024; and a 2.5% increase in the fourth year effective July 1, 2025. The contract includes a retention initiative by adding an additional 3% salary increase for any FOP bargaining unit member who has completed eighteen years and twenty-one years of service.

Additionally, effective July 1, 2022, officers who are required to be on-call will receive one hour of straight time pay per day and the bilingual/multilingual bonus is increased to \$500.

The agreement makes changes to the current provisions regarding internal investigations of officer conduct and anticipates the need for negotiations to modify the agreement if the Law Enforcement Officers’ Bill of Rights is amended.

FISCAL NOTE: This Resolution will approve a four-year contract with the Fraternal Order of Police New Castle County Lodge No. 5. The estimated fiscal impacts (Salaries/Wages and Employee Benefits) of the collective bargaining agreement for the period July 1, 2022 through June 30, 2026 are as follows:

FY2023	\$1,658,145
FY2024	\$2,779,255
FY2025	\$3,928,393
FY2026	\$5,106,259

[illegible]

2022 – 2026

AGREEMENT

between

NEW CASTLE COUNTY

and

FRATERNAL ORDER OF POLICE, LODGE NO.5

[illegible]

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AGREEMENT

This Agreement was entered into effective _____, 2022, by and between the Government of New Castle County, Delaware, hereinafter referred to as "the County," and the Fraternal Order of Police, New Castle County Lodge No. 5, hereinafter referred to as "the FOP."

For New Castle County:

Honorable Matthew S. Meyer
County Executive

Date

For Fraternal Order of Police, Lodge #5:

Jonathan Yard
President
Fraternal Order of Police, Lodge 5

Date

PURPOSE

- (1) It is the purpose of this Agreement to promote and ensure harmonious relations, cooperation and understanding between the County Government and the FOP unit covered hereby to ensure true collective bargaining under State law, to establish salaries, hours, working conditions, pensions as permitted by applicable law, and other terms of employment, consistent with availability of public funds and with the goals and purposes of the Merit System as established by County Ordinance and Regulation. The County Government and the FOP jointly pledge their cooperation to work together in the public interest to secure continued improvement in the services offered to the citizens of the County in accordance with the objectives of the Reorganization Act.

MANAGEMENT

- (2) It is understood and agreed that the County Government possesses the sole right to conduct the County's business

and to carry out its obligations including all legislative powers vested in County Council and Administrative powers vested in the County Executive and the Chief of Police as established by laws through ordinances, resolutions and rules and regulations of the Merit System and the Department of Police and that all management rights repose therein.

The County and the FOP will meet and negotiate if there are any future changes or alterations to current State law and/or the Law Enforcement Officers Bill of Rights which impact any section or provision of this Contract.

RECOGNITION

- (3) (a) The County Government recognizes the FOP as the sole and exclusive bargaining agent for all employees covered by this Agreement for the purpose of collective bargaining with respect to salaries, rates of pay, hours of employment, grievance handling, and other conditions of employment.
- (b) The term "employee(s)" as used in this Agreement shall include all Police Officers stated in specific numbered certifications of the Public Employment Relations Board (PERB) including Patrol Officers, Corporals, Senior Corporals, Master Corporals, Sergeants, Senior Sergeants, Lieutenants, and Senior Lieutenants and excluding from this bargaining unit all Police Officers above the rank of Senior Lieutenant and all other employees of the County Government of New Castle County.
- (c) The term "designee(s)" when used in connection with the Chief of Police shall mean a Captain, Major, or Lieutenant Colonel.

FOP SECURITY

- (4) (a) All New Castle County Police Officers shall have the right to join or refrain from joining the FOP.
- (b) The FOP agrees that it shall fully and fairly represent all members of the bargaining unit.

DEDUCTION OF FOP DUES

- (5) (a) The County agrees to deduct the periodic membership dues and initiation fee uniformly required by the FOP as a condition of acquiring or retaining membership in accordance with the constitution and by-laws of the FOP

from the pay of employees who certify that they authorize such deductions and who execute the "Authorization for Check-off of Dues" form.

- (b) Employees who certify that they authorize such deductions and execute the "Authorization for Check-off of Dues" form assign to the FOP from any wages earned or to be earned from the County as an employee the regular periodic dues and initiation fee or such an amount as may hereafter be established by the FOP and become due to it as said membership dues and initiation fee in the FOP.
- (c) Dues deductions shall be remitted to the designated financial officer of the FOP not later than the thirtieth (30th) day of the month.
- (d) Upon the proper transmittal of the FOP dues, the County has discharged its obligation to the FOP. The FOP agrees that it shall indemnify and hold the County harmless for any and all claims, demands, suits, actions, charges, grievances or liability of any kind or nature that may arise from, in connection to or by reason of any action taken or not taken by the County for the purpose of complying with any of the provisions of this article on Deduction of FOP Dues, including any assessments or fees other than a regular membership fee, and the FOP further agrees that it shall reimburse the County for any reasonable legal fees or expenses incurred in defending against any such action. The FOP shall not be liable, however, if the claim arises because of the County's negligence or willful misconduct.
- (e) In the event the FOP changes the frequency or the amount of the union dues to be deducted from its members, it shall notify the Chief Human Resources Officer ("CHRO") in writing at least sixty (60) work days prior to the effective date of such change. The County agrees to implement such a change within the sixty (60) workday period provided the required written notice has been given by the FOP.

FOP GRIEVANCE REPRESENTATIVES

- (6) (a) The employees in the bargaining unit shall be represented for the purpose of grievance adjustment by a Grievance Committee of not more than four (4) employee members which shall consist of the President of the FOP,

Chairperson of the Grievance Committee, and two (2) grievance representatives. The County agrees to recognize grievance representatives in accordance with the following:

Squad A -	Up to two Grievance Representatives
Squad B -	Up to two Grievance Representatives
Squad C -	Up to two Grievance Representatives
Squad D -	Up to two Grievance Representatives
Squad E -	Up to two Grievance Representatives
Criminal Investigation Unit-	Two Grievance Representatives
Headquarters Personnel -	Up to two Grievance Representatives
Mounted Unit/Parks -	One Grievance Representative

- (b) In the event that an area grievance representative is not available for the investigation and processing of grievances as specified in the grievance procedure herein due to being absent from work, an alternate from the grievance representative's area or the Chairperson of the Grievance Committee may be appointed by the President of the FOP to serve until the area representative shall return. The President of the FOP shall notify the Chief of Police and the CHRO, in writing, of such alternate's appointment and the term thereof, in order that County Government management personnel involved in the grievance procedure will give recognition to the alternate.
- (c) Increase or decrease of employment in the department or as divisions, sections, units or squads are added or deleted, the County and the FOP shall make necessary adjustments in the number of grievance representatives. Adjustments shall be made by Agreement of the County CHRO and the FOP.
- (d) In the event that a section, unit or squad is located in such a manner as to be inaccessible to a grievance representative and the section, unit or squad is staffed by at least five (5) employees, then that section, unit or squad shall warrant a grievance representative.
- (7) The FOP agrees that new employees in a probationary status shall not be eligible to serve as a member of the grievance committee or as grievance representative.

- (8) The FOP agrees to furnish to the Chief of Police and CHRO a complete list of all elected officers and representatives of the FOP together with their titles of responsibility.
- (9) (a) The Chairperson of the Grievance Committee, and grievance representative directly involved, may leave their assigned duty without loss of salary in order to investigate and process grievances and attend Step Two and Three police grievance hearings and arbitration hearings as specified in the grievance procedure herein.
- (b) The FOP President shall be entitled to no more than eight (8) hours per day, to conduct legitimate and bona fide FOP official business concerning the FOP bargaining unit in relation to County government. During such leave, the FOP President shall continue to accumulate seniority and shall receive all benefits as if said employee were fully on duty, including but not limited to, pension accruals and fringe benefits.
- (c) The President of the FOP, chair of the Grievance Committee and President for the Fraternal Order of Police State of Delaware Lodge, (if applicable) shall be assigned to a day shift job, and the FOP shall be provided office space as designated by the County, in the Public Safety Building.
- (d) The Chairman of the Grievance Committee shall be entitled to no more than four (4) hours per day, if necessary, for investigation and processing of grievances and legitimate and bona fide FOP official business concerning the FOP bargaining unit in relation to County Government. The time provided for herein shall be viewed as maximum expenditure of time since the FOP agrees that the prime responsibility of this member is to fulfill their duties and responsibilities as a County employee.
- (e) If a member of the FOP is elected to the position of President for the Fraternal Order of Police State of Delaware Lodge, he/she shall be entitled to no more than four (4) hours per day, if necessary, for conducting legitimate and bona fide FOP business for the State of Delaware Lodge.
- (10) Employees, grievance representatives and members of the grievance committee shall upon leaving and returning to their assigned duty, report to the superior officer in charge who

shall authorize the time spent under the grievance procedure. The grievance committee representative and the aggrieved employee will continue to work on their assigned duty except when required to investigate and process grievances as provided in the grievance procedure.

- (11) Employees required to attend hearings or conferences under the grievance procedure may do so during regularly scheduled duty hours without loss of salary. Requests by the FOP for attendance of any County personnel directly involved at hearings scheduled by the Step Three police grievance hearing officer and arbitration panel shall be cleared with the CHRO and the Chief of Police prior to the date of the hearing. Employees attending any such hearings or conferences outside of regularly scheduled duty hours shall not be eligible for pay for attending such hearings or conferences. Employees subpoenaed by the CHRO to attend hearings or conferences outside of regularly scheduled duty hours shall be paid for attending such hearings or conferences.

GRIEVANCE PROCEDURE

- (12) (a) A grievance is any unresolved question or dispute regarding the wages, hours, terms, or conditions of employment, including unresolved questions or disputes concerning the interpretation and application of this Agreement. Such grievance should state the section(s)/paragraph(s) of the Agreement claimed to be in violation.
- (b) This procedure is designed to provide a peaceful and informal method of settling all such grievances while maintaining the professional integrity of employees covered by the Agreement. The parties agree that proceedings under this paragraph be kept informal and confidential as may be appropriate.
- (c) The FOP is obligated, when reviewing or submitting complaints, grievances, appeals, or problems encountered, to make every reasonable effort to ascertain, document, and present the true facts relating to the situation in order to facilitate appropriate and timely resolution or action. The County agrees to make available to the FOP such records as the County and the FOP deem appropriate.
- (d) It shall be the firm policy of the County to assure every such employee an unobstructed use of his/her grievance

procedure without fear of reprisal or without prejudice in any manner to his/her professional status.

- (e) Time limits as set forth herein may be extended, in writing, by Agreement of the parties.
- (f) The workday as used in this grievance procedure shall be defined as Monday through Friday excluding holidays.

GRIEVANCE SUBMISSION

(13) Grievances shall be processed as rapidly as possible in accordance with the following procedure:

- (a) Employees shall have the right to represent themselves with the County, and have such grievance(s) adjusted without the intervention of the exclusive bargaining representative, provided the adjustment is not inconsistent with the terms of the Agreement or the rights of other employees then effective and a grievance representative shall be present. Such rejection of FOP representation shall be evidenced by the employee on a written waiver form executed by the employee and submitted to the FOP.
- (b) Grievances will not be considered under the grievance procedure unless signed by the Chairperson of the Grievance Committee or the grievance representative and presented within twenty (20) days of the grievant's scheduled workdays after the employee becomes aware of the circumstances giving rise to the grievance, but in no case shall exceed twenty (20) working days. In the event that the employee seeks, pursuant to Section 13(c), an informal resolution of the issue that may constitute a grievance, the time for filing a grievance is extended for an additional five (5) working days after the employee is notified of the Chief of Police's proposed, informal resolution.
- (c) Any employee may seek resolution of any issue that may be the subject of a grievance by informally discussing the issue with the Chief of Police or designee. After discussion with the employee, the Chief of Police or designee may propose an informal resolution. If accepted by the employee, no grievance may be filed. If not accepted, the employee shall have five (5) working days from the date he/she is notified of the resolution to file a formal grievance.

(14) Step One: Chief of Police or Designees

- (a) Any employee or one designated member of a group of employees having a grievance and/or his/her or their grievance representative shall file a grievance signed by the employee(s) and present it to the Chief of Police or designee. The Chief of Police or designee shall have five (5) working days from date of receipt of the grievance in which to schedule a Step One hearing. The Step One hearing shall be held within twenty (20) working days of receipt of the grievance by the Chief of Police or designee. A written decision on the matter shall be provided to the grievant by the Chief of Police or designee within fifteen (15) days of the Step One hearing.
- (b) If the affected employee is dissatisfied with the decision of the Chief of Police or designee, he/she or his/her designated grievance representative may appeal to Step Two. An appeal to Step Two must be filed within five (5) working days of the date of the Step One written decision.

(15) Step Two: Chief Administrative Officer

- (a) Within thirty (30) working days of the receipt of any appeal from a Step One grievance decision, the Chief Administrative Officer ("CAO") or designee shall hold a Step Two hearing. The CAO or designee shall conduct investigations, appoint advisory committees, require the attendance of members of the department as witnesses and require the production or examination of records, books, papers and other documents relating to the matter as they deem necessary. The FOP Grievance Committee, through the CHRO, shall have the authority to require the attendance of members of the department as witnesses and require the production or examination of records, books, papers and other documents relating to the matter. The County's CAO designee may be the Deputy CAO, Director of Public Safety, CHRO, or Chief of Staff. Should these officials be unavailable, the parties may agree on a different person to serve as the Step Two Hearing Officer.
- (b) The employee, grievance representative, and/or members of the grievance committee and/or counsel shall present the grievance at the Step Two hearing.

- (c) The Chief Administrative Officer shall submit his or her decision in writing, on the grievance within ten (10) working days and shall affix his or her signature thereto.

(16) Step Three: Appeal to Arbitration

- (a) The decision of the Step Two hearing officer may be appealed to arbitration, provided that a request for arbitration shall be filed with the American Arbitration Association ("AAA") under the then current Labor Arbitration Rules within thirty (30) calendar days after the Step Two decision has been given in writing by the Step Two hearing officer to the FOP President. Otherwise, the case shall be considered settled on the basis of the decision so given.
- (b) The arbitrator shall be selected from the membership of the AAA by mutual agreement of the County and the FOP. In the event the parties cannot agree on a selection within ten (10) working days after the parties' receipt of a list of available arbitrators from the AAA, such arbitrator shall be selected under the Voluntary Labor Arbitration Rules of the AAA.
- (c) The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument.
- (d) The arbitration award shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted. The arbitrator shall be without power to make any decision contrary to or inconsistent with, or modifying or varying in any way, the terms of this Agreement. The arbitrator shall have no power to establish or change any wage rate or the job content of any classification or modification of any wage schedule.
- (e) In case of a grievance involving any continuing or other money claim against the County, no award shall be made by the arbitrator, which shall allow any alleged accruals prior to the date when such grievance shall have been presented to the County in writing except in a case whereby the employee or the FOP due to lack of knowledge could not know prior to that date that there were grounds for such a claim. In such cases, retroactive claims shall be limited to a period of thirty

(30) calendar days prior to the date the claim was first filed in writing.

- (f) The fee for the arbitrator's service and expenses, the administration fee of the AAA, and the cost of the proceeding shall be borne equally by the County and FOP. If either party desires a verbatim record to be made, it shall pay for the record and supply the arbitrator with a copy. Should the other party desire a copy(s) it can be obtained at the cost of the copy or copies desired.

SPECIAL RIGHTS OF THE PARTIES

- (17) The FOP has the right to initiate a system-wide grievance at Step Two without necessarily representing a single grievant. The County Government has the right to submit directly to arbitration those issues which may prevent or halt what is alleged to be a violation or breach of this Agreement by the FOP. The President of the FOP shall first be informed of such action by the County.

DISCIPLINARY ACTION

- (18) (a) It is agreed and understood that the County has the right to the maintenance of discipline. Any disciplinary action taken by the County shall be subject to appeal rights as provided in the grievance procedure herein.
- (b) The forms of discipline shall include: dismissal, demotion, suspension without pay (including suspension of off-duty paid job assignments), transfer, written reprimand, and oral reprimand. Suspension of off-duty paid job assignments will not be used as a separate form of discipline (i.e., separate from suspension without pay), unless the disciplinary action arises out of a police officer's performance of a paid job assignment.
- (c) Any other form of discipline not specified in (b) above shall be approved by the FOP prior to its implementation.
- (d) The County agrees that it will not require employees to work extra-duty hours, as a form of discipline, without the appropriate compensation.

INTERNAL INVESTIGATION

(19) Establishment

(a) This establishes the internal investigation procedures to be followed when a police officer is questioned in connection with an investigation of his/her conduct. It is understood that police officers exercise a difficult, but important role in the maintenance of law and order. Their constant responsibility to act within the framework of law, and in a manner which properly reflects on the discipline of the department requires that reporting procedures be established to maintain officer accountability. On the other hand, it is important that in the process of requiring officers to render account for their use of power, they are not required to sacrifice important rights safeguarded to all other citizens.

(b) Definition of Internal Investigation

An internal investigation is any examination, question, inquiry, investigation, scanning or other method designed to examine certain points of information, either based on fact or hearsay, which may have as an ultimate result the disciplining of a police officer for alleged violations of law, governing rules and regulations, directives or other rules of conduct.

(c) Professional Standards Unit

The department shall establish a unit, to be known as the Professional Standards Unit, which shall be responsible for handling internal investigations.

(d) The Department recognizes that, for purposes of criminal prosecution, officers do not automatically waive their Constitutional privilege against self-incrimination when questioned regarding an internal investigation. However, every police officer shall answer questions posed to him/her by officers of the Professional Standards Unit. If a police officer refuses to answer questions upon being advised of his/her Garrity Rights, he/she may be placed on administrative leave without pay by the Chief of Police or designee immediately upon refusal.

If an officer is cooperative, but reasonably requests additional time to retain counsel and/or legal

representation, he/she shall be placed on administrative leave with pay for no more than twelve (12) calendar days and he/she shall be paid his/her base rate of pay. Should the employee continue to refuse to answer questions posed by the Professional Standards Unit after the twelve (12) days mentioned above, he/she may be continued on administrative leave, but it shall be without pay or benefits. However, if no criminal charges are placed against the employee, he/she shall be reinstated with full benefits and back pay at his/her base rate.

(e) Complaints

When a complaint is made against a police officer, a preliminary review of the complaint will be conducted using all available resources, including but not limited to: body worn camera footage, video surveillance footage, audio recordings, and/or witness testimony. If there is just cause to investigate, the complaint will be fully and properly investigated. If there is no corroborative evidence in support of the complaint, then the complaint shall be classified as unfounded, and the employee shall not be required to submit a written report or memorandum.

(f) Procedure

The following procedures are established to ensure certain rights of police officers under investigation and shall not be construed to limit supervisory or command authority in normal operations. In an effort to ensure that internal investigations are conducted in a manner which is conducive to good order and discipline the following procedures are established:

- (1) Every police officer shall answer questions upon the request of officers of the Professional Standards Unit, subject to the provisions in paragraph (d) above. Before questioning of the police officer occurs, he/she shall be apprised of the following: identity of the officer in charge of the investigation, identity of the officers conducting the investigation, their names, ranks, and assignments, the nature of the investigation including any alleged violations of rules and regulations and/or orders, or any other allegations. The police officer shall be notified of the complainant's name, if available. The

police officer shall also be advised whether his/her involvement in the investigation is as a principal or witness at the time of questioning.

- (2) The questioning of a police officer shall be conducted at a reasonable hour in a non-coercive manner, without threat or promise of reward and preferably when the police officer is on duty. If the urgency of the investigation requires that he/she be questioned while off duty, he/she shall be awarded pay at premium rate in accordance with Section 59, Paragraph (c) of this Agreement.
- (3) The questioning of a police officer shall be conducted at police headquarters, the City/County Building or the place where the incident allegedly occurred, as designated by the investigating officer, unless otherwise waived by the officer being investigated.
- (4) All questions directed to the officer under investigation shall be asked by and through no more than two (2) interrogators.
- (5) Interrogation sessions shall be for a reasonable period and shall allow time for such personal necessities and rest periods as are reasonably necessary.
- (6) If a complete record, either written, taped or transcribed, shall be kept of the interrogation of the police officer, a copy of the record shall be available to the officer or his/her counsel upon request.
- (7) If the officer under interrogation is being investigated in reference to violation of a criminal statute, he/she shall be completely informed of his/her rights prior to the commencement of the interrogation.
- (8) At the request of any officer under interrogation, he/she shall have the right to be represented by counsel or other representative of his/her choice, who shall be present at all times during the interrogation, unless waived by the officer.

- (9) Directives and orders concerning internal investigations inconsistent with the guidelines set forth herein shall be modified accordingly.
- (10) The department shall not insert any adverse material into any file of an officer except the file of the internal investigation, unless the officer has an opportunity to review, sign, receive a copy of, and comment in writing upon the adverse material.
- (11) If the County is required by subpoena to produce a Professional Standards Unit file or part of a file and an employee is party to the proceedings or an officer may be required to testify, the officer may review the produced files.
- (12) Prior disciplinary actions related to discriminatory policing, harassment, and/or tampering with evidence, may be considered for purposes of establishing a pattern or practice of unacceptable behavior and may be used for purposes of future progressive discipline regardless of when the prior disciplinary action occurred. An employee who receives no discipline for three years from the last discipline shall not have prior discipline for infractions unrelated to discriminatory policing, harassment, and/or tampering with evidence considered against him/her for purposes of future progressive discipline.

(20) Legal Defense and Police Professional Liability Insurance

- (a) The County agrees to provide defense counsel for any employee subjected to or threatened with civil or criminal prosecution as a result of the lawful performance of his/her duties as an employee of the County. All reasonable efforts will be made to provide counsel acceptable to both the County and the employee, but the final determination as to who shall serve shall rest with the County alone. The County agrees to accept responsibility for all reasonable and necessary expenses connected to the defense of the employee, but in no event shall the County pay, or be responsible or liable for, any assessment of punitive damages, or for fines beyond the cost of the defense in a suit in which the employee is found to have acted wantonly and/or maliciously.

- (b) The FOP or the employee may provide or obtain such additional counsel as they may deem necessary for the proper defense of the employee without prejudice to or relief of the County's responsibility in the provision of counsel as provided for in paragraph (a) above.
- (c) The County shall provide police professional liability insurance coverage providing for protection against false arrest and civil suit damages for each individual employee in the performance of his/her duties. Said coverage shall be for a maximum benefit of one million dollars (\$1,000,000.00).

DISCRIMINATION

- (21) (a) The County shall not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of membership in, or legitimate activity as required in this Agreement on behalf of members of this bargaining unit.
- (b) The FOP agrees to represent employees in the unit by admitting persons into membership without discrimination on the basis of race, creed, color, national origin, marital status, age, gender, sexual orientation (defined as heterosexuality, homosexuality or bisexuality), or political affiliation; further, the FOP recognizes its responsibility of non-interference, restraint of coercion of any employee of the County in the performance of his/her duty.
- (c) There shall be no discrimination by the FOP or the County because of race, color, creed, national origin, gender, sexual orientation (defined as heterosexuality, homosexuality or bisexuality), age or any other classification provided by law.

PROBATIONARY STATUS PERIOD

- (22) (a) All full-time employees shall be subject to a probationary period of one (1) year from the completion of a County-approved police academy or substitute training orientation program. The period of probation is expressly understood to be part of the entrance requirements and permanent status will not be approved until such employees satisfactorily complete the period of probation.

- (b) Employees who are disciplined up to and including dismissal during the probationary period defined above may challenge such discipline through the contractual grievance procedure as allowed by 11 Del. C. § 9203. Any separation from service of a probationary employee having been sworn and assigned regular duty shall require the approval of the CHRO.
- (c) Employees who are appointed to a higher rank must serve a probationary period of one (1) year during which time the individual must meet the requirements of the new rank as established by the Chief of Police. Failure to meet the requirements will subject the individual to reduction to former rank.
- (d) Nothing in section (c) above is to be construed as limiting the Chief of Police in the promotion of personnel as vacancies or operations may demand.

SENIORITY

- (23) (a) Any employee shall establish seniority by satisfactorily completing the probationary period of one (1) year after graduation from a County-approved Police Academy or substitute training orientation program. Thereafter, their names shall be placed on the seniority list by classification in order of their seniority as of the most recent date of hire. County-wide seniority shall be used for measuring accrual of benefits and increments. In the event of a tie in seniority, the employee with the highest last three digits in his/her social security number shall be considered the senior employee. If a tie exists when these last three digits have been reviewed, the employee with the highest last four digits in his/her Social Security number shall be considered the senior employee.
- (b) The Office of Human Resources shall keep the seniority lists up-to-date. Upon request, the President of the FOP may inspect the seniority list in the Office of Human Resources.
- (c) An employee shall lose seniority standing if separated from County employment except in the event of a layoff not exceeding two years.
- (d) Layoffs, when necessary, shall begin with those employees having the least seniority in the positions covered by this Collective Bargaining Agreement in the

affected occupational classification. A senior employee may displace the junior employee in a lower classification after exhausting his/her seniority within his/her own classification. Employees who have the opportunity to retain employment with the County by exercising their seniority but elect not to do so and, in lieu thereof, choose to leave County service shall be considered to have resigned voluntarily.

- (e) Employees who have been laid-off shall have recall rights in the inverse order of layoff according to seniority for a period of two years. The employee shall be given one option of returning. If he/she elects not to return, all further recall rights shall be forfeited. If recalled within the two-year period, employees shall not be required to attend a police academy.
- (f) No employee may be bumped by a person outside of the bargaining unit as a result of a reduction in force.

HOLIDAYS WITH PAY

- (24) (a) The following shall be holidays with pay each year:

- New Year's Day
- Martin Luther King's Birthday
- Veterans' Day
- Lincoln's Birthday
- Thanksgiving Day
- Day after Thanksgiving Day
- Washington's Birthday
- Good Friday
- Christmas Eve Day (Normal workday to be 4 hours)
- Christmas Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day (every other year)

The above specified holidays with pay shall be scheduled for celebration each year and the dates of observance shall be those specified by the State of Delaware for such holidays.

- (b) Special Holidays

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

- (25) (a) When working the 5-3/4-3 or 4-4 shift configuration, if an officer is required to work on a holiday, employees shall receive, at their option, either eleven and one-quarter (11.25), eight (8) or ten (10) hours of vacation, depending on the employee's regular scheduled shift, added to their accrued vacation time, or time and one-half their regular rate of pay for such hours worked, in addition to holiday pay. Holiday pay shall be either eight (8), ten (10) or eleven and one-quarter (11.25) hours at the employee's base rate of pay depending on the length of their regular scheduled workday. When working the 5-3/4-3 or 4-4 shift configurations, if a holiday falls within an employee's regular scheduled day off, the employee is entitled to eight (8) hours added to vacation or holiday pay. Holiday pay will be an additional eight (8) hours at the employee's base rate of pay.
- (26) Whenever the holiday falls on a Saturday, the preceding Friday shall be considered the holiday; and whenever the holiday falls on a Sunday, the following Monday shall be considered the holiday, except for employees whose work cycle requires them to work Saturday or Sunday.
- For employees whose work cycle requires them to work Saturday or Sunday, the holiday shall be celebrated on the actual day.
- (27) An employee shall have the option of receiving his/her holiday pay in separate semi-annual checks. Such payments would be made on June 30 and December 15. If an employee chooses to exercise this option, it is understood that it would be effective for one (1) year, after which the employee may choose to again exercise the option or not. This option must be exercised prior to January 1 of each year.
- (28) In order to receive holiday pay, the employee must have worked the last scheduled workday prior to and the next scheduled workday following the holiday if work is available. Holiday pay shall be granted if absence is due to any paid leave granted by the County.
- (29) Employees who have holiday work assignments and fail to report and perform such work for any reason other than set forth above, shall not receive pay for the holiday.

VACATIONS

(30) Employees of the County covered by the terms of this Collective Bargaining Agreement who meet the eligibility criteria as of December 31 of a given year shall be granted vacation with pay, or a vacation allowance in lieu thereof in accordance with the requirements outlined below. With regard to vacation allowance in lieu of vacation time off, it shall be at the County's option and complete discretion whether to provide to an employee at his/her request a vacation allowance in lieu of vacation time off.

- (a) Employees on the payroll of the County as of December 31 of a given year who shall not have completed 12 months of accumulated service with the County at December 31 shall be eligible in the following year for one (1) day of vacation for each complete month of accumulated service, to a maximum of ten (10) days. (For the purpose of this policy, any employee placed on the payroll of the County on or before the first working day of any month shall be considered to have a full month's service in that month.)
- (b) Employees on the payroll of the County who shall have one (1) year of accumulated service with the County at December 31 but less than (5) years, shall be entitled to ten (10) days of vacation in the following year.
- (c) Employees on the payroll of the County who shall have five (5) years of accumulated service with the County at December 31 but less than ten (10) years, shall be entitled to fifteen (15) days of vacation in the following year.
- (d) Employees on the payroll of the County who shall have ten (10) years of accumulated service with the County at December 31 but less than fifteen (15) years, shall be entitled to twenty (20) days of vacation in the following year.
- (e) Employees on the payroll of the County who shall have fifteen (15) years of accumulated service with the County at December 31 shall be entitled to twenty-five (25) days of vacation in the following year.
- (f) Employees on the payroll of the County who have completed more than fifteen (15) years of accumulated service with the County at December 31 shall be entitled to twenty-

five (25) days of vacation plus one (1) additional day of vacation for each successive year of accumulated service in the following year.

- (31) Any employee completing the fifth (5th) year of accumulated service or the tenth (10th) year of accumulated service or the fifteenth (15th) year of service with the County during the current vacation year shall be entitled to fifteen (15) days of vacation or twenty (20) days of vacation or twenty-five (25) days of vacation, as the case may be, in the current vacation year. Any employee completing more than fifteen (15) years of accumulated service shall be entitled to twenty-five (25) days of vacation and one (1) additional day of vacation for each successive year of accumulated service in the current vacation year.

(32) Vesting

- (a) Vacation with pay shall vest as of December 31 of the calendar year proceeding the then current vacation year.
- (b) Employees falling under the scope of this Agreement who qualify for a vacation on the vesting date, and are terminated from the payroll of the County before taking vacation, shall receive vacation allowance at time of termination in lieu of vacation time off. However, in the event any employee voluntarily resigns, he/she shall be required to give two (2) weeks' notice of such intention in order to be eligible for the benefit accruing under this Paragraph 32(b).
- (c) Employees who terminate due to the retirement provisions of the Merit System Rules and Regulations, shall be paid a vacation allowance in accordance with the following schedule:
- (1) For any employee who would be entitled to ten (10) days of vacation if he/she worked until the following December 31, one (1) day of vacation for each completed month of accumulated service after the preceding December 31, to a maximum of ten (10) days.
- (2) For any employee who would be entitled to fifteen days of vacation if he/she worked until the following December 31, one and one-half (1.5) days of vacation for each completed month of accumulated

service after the preceding December 31, to a maximum of fifteen (15) days.

- (3) For any employee who would be entitled to twenty (20) days of vacation if he/she worked until the following December 31, two (2) days of vacation for each completed month of accumulated service after the preceding December 31, to a maximum of twenty (20) days.
 - (4) For an employee who would be entitled to twenty-five (25) days of vacation if he/she worked until the following December 31, two and one-half (2.5) days of vacation for each completed month of service after the preceding December 31, to a maximum of twenty-five (25) days.
 - (5) For an employee who would be entitled to more than twenty-five (25) days of vacation if he/she had worked until the following December 31 ("the employee's total vacation days") the employee's total vacation days divided by ten (10), rounded to the nearest one-half day, for each completed month of accumulated service, after the preceding December 31, to a maximum of the employee's total vacation days. For example, if an employee would be entitled to thirty-four (34) vacation days if he/she had worked until the following December 31, such an employee would be credited with three and one-half (3.5) days of vacation for each completed month of accumulated service, to a maximum of thirty-four (34) days.
- (33) In the case of an employee who is on an approved leave of absence when vacation is vested on December 31, he/she shall be credited with vacation, upon his/her return, for each full month of service which was completed before the leave began in the preceding calendar year. The vacation shall be credited, during the current calendar year, in accordance with the following formula:
- (a) For an employee who would be entitled to ten (10) days of vacation if he/she worked until the preceding December 31, one day of vacation for each completed month of accumulated service, to a maximum of ten (10) days.
 - (b) For an employee who would be entitled to fifteen (15) days of vacation if he/she had worked until the preceding

December 31, one and one-half (1.5) days of vacation for each completed month of accumulated service, to a maximum of fifteen (15) days.

- (c) For an employee who would be entitled to twenty (20) days of vacation if he/she had worked until the preceding December 31, two (2) days of vacation for each completed month of accumulated service, to a maximum of twenty (20) days.
 - (d) For an employee who would be entitled to twenty-five (25) days of vacation if he/she had worked until the preceding December 31, two and one-half (2.5) days of vacation for each completed month of accumulated service, to a maximum of twenty-five (25) days.
 - (e) For an employee who would be entitled to more than twenty-five (25) days of vacation if he/she had worked until the preceding December 31 ("the employee's total vacation days") the employee's total vacation days divided by ten (10), rounded to the nearest one-half day, for each completed month of accumulated service, to a maximum of the employee's total vacation days. For example, if an employee would be entitled to thirty-four (34) vacation days if he/she had worked until the preceding December 31, such an employee would be credited with three and one-half (3.5) days of vacation for each completed month of accumulated service, to a maximum of thirty-four (34) days.
- (34) An employee who is on an approved leave of absence during the current calendar year but returns to work before December 31 shall vest vacation according to the following formula:
- (a) For an employee who would have been entitled to ten (10) days of vacation if he/she had worked during the entire calendar year, one (1) day of vacation for each completed month of service in the current calendar year, to a maximum of ten (10) days.
 - (b) For an employee who would have been entitled to fifteen (15) days of vacation if he/she had worked during the entire calendar year, one and one-half (1.5) days of vacation for each completed month of service in the current calendar year, to a maximum of fifteen (15) days.
 - (c) For an employee who would have been entitled to twenty (20) days of vacation if he/she had worked during the

entire calendar year, two (2) days of vacation for each completed month of service in the current calendar year, to a maximum of twenty (20) days.

- (d) For an employee who would have been entitled to twenty-five (25) days of vacation if he/she had worked the entire calendar year, two and one-half (2.5) days of vacation for each completed month of service in the current calendar year, to a maximum of twenty-five (25) days.
- (e) For an employee who would be entitled to more than twenty-five (25) days of vacation if he/she had worked during the entire calendar year ("the employee's total vacation days"), the employee's total vacation days divided by ten (10), rounded to the nearest one-half day, for each completed month of service in the current calendar year, to a maximum of the employee's total vacation days. For example, if an employee would be entitled to thirty-four (34) vacation days if he/she had worked the entire calendar year, such an employee would be credited with three and one-half (3.5) days of vacation for each completed month of service in the current calendar year, to a maximum of thirty-four (34) days.

(35) Vacation Scheduling

The scheduling of vacation period shall be subject to the approval of the Chief of Police and, in an emergency, may be subject to change. Initial vacation requests made prior to March 1 will be selected on the basis of seniority. Such requests will be grouped into two categories, supervisors and non-supervisors. Lieutenants and sergeants will be placed in the supervisory category, and patrol officers, OFC, and all ranks of corporals will be placed in the non-supervisory category. Vacation scheduling of one group shall not impact the other group.

An employee who does not receive his/her requested vacation shall have until March 15 to resubmit the vacation request in accordance with the foregoing procedure. After March 15, vacations will be granted on a first come, first served basis based upon the date submitted, with seniority serving as a tie breaker.

Vacations scheduled prior to March 15 shall not be canceled due to transfers unless an emergency exists, as per the first paragraph of this section.

- (36) Vacation time will be credited and subtracted in hours, depending on the employee's regular scheduled shift. For example, 1 day = 8 hours, 10 hours or 11.25 hours, depending upon the employee's regular scheduled shift.
- (37) The vacation year shall begin March 1 and end on the last day of February. Vacation must be applied for and taken during this period. A maximum of 560 hours of vacation may be accumulated and carried over, subject to the following provisions:
 - (a) An employee carrying over up to 240 vacation hours must take at least 40 hours of vacation in each vacation year; and
 - (b) An employee carrying over 240 to 560 vacation hours must take at least 80 hours of vacation in each vacation year.
 - (c) An employee carrying over more than 560 hours shall require the approval of the Chief of Police and the CHRO or their designees.
- (38) During the period governed by seniority, vacation requests for dates during the months of June, July and August of two (2) consecutive scheduled full workdays or more will have priority over vacation requests of one (1) day.
- (39) Officers working the 5-3/4-3 rotating shift are limited to using thirteen (13) days of vacation during the months of June, July, and August. Officers working the 4-4 shift are limited to using twelve (12) days of vacation during the months of June, July and August. Vacation scheduling will proceed by seniority.
- (40) If a holiday falls within an approved scheduled vacation period, the employee shall be entitled to an additional day of vacation in lieu of holiday pay.
- (41) (a) The County shall provide the payroll check covering the vacation period in advance of the scheduled vacation, if requested at least two (2) weeks before the advance payroll check is to be issued.

- (b) The County will make every effort to ensure that vacations taken in lieu of holiday or overtime day pay will be recorded on the employee's next paycheck or as soon thereafter as possible.

SICK LEAVE

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

An employee shall be credited with one (1) day of sick leave for each completed month of service. Accumulation of sick leave is unlimited.

For the purpose of this section, any new employee placed on the payroll of the County on the first working day of the month shall, at the completion of that month, be credited with a full month of sick leave credit. Sick leave may be used to prevent loss of pay when absent for:

- (a) Personal illness or injury, when not covered by worker's compensation.
- (b) Medical, dental, or optical appointment. Up to four (4) hours of sick leave shall be granted for such appointments, unless factors such as unusual travel or recuperative problems occur. Additional time shall be granted in these instances if supported by a copy of the appointment form or other acknowledgment supplied by the treating physician.

An employee who has prior knowledge that he/she may have to use sick leave for medical, dental, or optical appointments shall make application for this type of sick leave on forms prescribed by the County, specifying the name and location of the physician and the date and time of the appointment. Such application for sick leave usage must be made at least twenty-four (24) hours in advance in order for an employee to be entitled to use sick leave to cover his/her absence. Inability or failure to notify the County twenty-four (24) hours in advance shall require the employee to provide an explanation to the Chief of Police or designee. In the event that a medical emergency precludes the employee from applying for sick leave in advance of a medical, dental, or optical appointment, he/she shall be required to complete the application form immediately following his/her return to work and properly verify such

emergency by supplying a statement from his/her physician. In order to receive compensation for sick usage for a medical, dental, or optical appointment, the employee shall also be required to report his/her inability to be on duty, as specified in Paragraph 43 of the FOP Contract, if such an appointment precludes his/her coming to work at his/her regularly scheduled starting time.

- (c) Quarantine in the home, or when upon the advice of a physician it appears that the presence of an employee would jeopardize the health of fellow employees.
 - (d) Illness requiring personal attention of an employee due to the illness or injury of an individual with whom the employee resides or to care for a member of the immediate family who has a 'serious health condition' as defined by the Family and Medical Leave Act for whose care the employee is responsible. The immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law or any relative residing in the same home or any person with whom the employee has made his/her home. The limit under this paragraph shall be ten (10) days per year. Further usage shall require the approval of the Chief of Police or designee.
 - (e) The County and the FOP agree to cooperate in encouraging employees afflicted with alcoholism or drug addiction to undergo a program directed toward their rehabilitation.
- (43) To receive compensation for sick leave, it is the employee's responsibility to report his/her inability to be on duty and the reason at as early an hour as practical, but in any event prior to the time set for the beginning of his/her daily duties.
- (44) Sick leave will be credited and subtracted in hours, depending on the employee's regular scheduled shift. For example, 1 day = 8 hours, 10 hours or 11.25 hours, depending upon the employee's regular scheduled shift.
- (a) In order to receive payment for sick leave, any employee who is absent for personal illness for three (3) or more consecutive days may be referred to the County's designated medical facility upon returning to work unless he/she presents a medical certificate. If the employee returns to work without a medical certificate,

he/she shall immediately report to his/her supervisor who shall determine whether or not the employee should start work or be referred to the County's designated medical facility.

- (b) After an absence of three (3) or more consecutive days, due to a personal, non-occupational injury, an employee shall not be permitted to return to work unless he/she presents a medical certificate from his/her physician.
- (45) Time off without loss of pay or sick leave shall be granted as follows:
- (a) In the case of a death of a member of the immediate family, defined in Section (42), paragraph (d), no deduction of hourly rate may be made for absence of four consecutive workdays.
 - (b) In the case of the death of a near relative, defined as grandparent, first cousin, aunt, uncle, niece, nephew, brother-in-law or sister-in-law, absence on the day of the funeral shall be allowed, provided it is a regularly scheduled workday for the employee. The employee may be required to provide verification in order to be granted this leave.
 - (c) In the event that Congress enacts legislation providing for involuntary induction into the military, absence necessitated by examination connected with possible Selective Service induction shall be allowed without charge against sick leave.
- (46) In the case of an extended illness where an employee with at least six (6) months service has exhausted all of his/her accumulated sick leave, vacation time, and any other available paid leave the FOP may request that an advancement of unearned sick leave be loaned to such an employee. The FOP shall bring the matter to the attention of the CHRO or designee who may, at his/her sole discretion, grant a sick leave loan up to ten (10) days, provided that a written statement from the employee's physician has been submitted which indicates the reason for the extended illness. The CHRO may recommend that the County Executive grant an additional sick leave loan of up to twenty (20) days. Such advancement of unearned sick leave shall be considered a loan and shall be repayable to the County. When the employee returns from his/her extended illness and begins to accumulate sick leave, one-half day of sick leave per month

shall be deducted from the employee's balance until the entire sick leave loan has been repaid; the employee may elect to repay the sick leave loan in excess of one-half day per month. All such loans must be reimbursed to the County before any request for additional sick leave loan will be granted. When an employee who has received an advance loan leaves the County service and the loan has not been repaid, the County will be reimbursed for the remaining sick leave balance, except in the case of death or full disability.

- (47) (a) Sick leave shall be certified by the Chief of Police or designee upon forms prescribed by the Office of Human Resources which shall maintain complete and accurate leave records. Records of sick leave accumulated and taken shall be available to the employee or the FOP. Accumulated sick leave of employees shall be credited on their personnel records.
- (b) Title 29, Chapter XIV, Part 1604 of the Code of Federal Regulations requires that the County comply with the guidelines on employment policies relating to pregnancy and childbirth which have been set forth therein by the Equal Employment Opportunity Commission. In accordance with these guidelines, the County agrees to the following provisions:
- (1) An employee shall be permitted to continue working until such time as the employee's physician determines that the employee is no longer physically able to perform her regular job duties. It is the employee's responsibility to inform her physician as to the nature of her regular job duties.
 - (2) An employee may request a leave of absence without pay, as set forth in Paragraph (57)(d), to cover disabilities relating to pregnancy, childbirth and recovery there from. The leave must be for a definite period of time so that the substitute may know his/her status. The employee must return at the close of her leave or forfeit her position and her seniority.

FOP SICK BANK

- (48) The County and the FOP agree to create a Sick Leave Bank (Bank) for the exclusive use of unit members covered by the collective bargaining agreement. The Bank shall be utilized

to provide additional sick leave days for employees to address catastrophic health care conditions. Participation in the Bank is voluntary and the use of the benefit shall be limited to participating members.

- (a) Eligibility shall be limited to full time, non-probationary employees.
- (b) An eligible employee who seeks to join the bank must donate a minimum of one (1) day up to a maximum of twelve (12) days of accrued sick leave annually, during the open enrollment period. The open enrollment period shall be January first through January thirty-first of each year. To remain an active member, eligible employees must donate accrued sick leave on an annual basis.
- (c) Eligible employees who wish to enroll in the Bank must complete an enrollment form to be established by the Office of Human Resources. Enrollment forms must be submitted electronically or in hard copy form to the Office of Human Resources.
- (d) A member may withdraw up to one consecutive year (12 months) of leave in a five year period.
- (e) In order to qualify for Bank usage, a member must meet all of the following requirements:
 - (1) A member must have exhausted all of his/her sick, vacation, compensatory, or other accrued leave.
 - (2) A member must be an active member of the Bank.
 - (3) A member must have a need for a continuous absence due to their own catastrophic health condition.
 - (4) A member must provide medical documentation of his/her catastrophic health condition.
 - (5) A member must obtain approval from the CHRO and the FOP prior to any utilization of the Bank.
- (f) To request leave from the Bank, an eligible employee must submit a request through the FOP to the CHRO. A copy of the employee's medical documentation must accompany the request for leave. The CHRO may request additional information from the Chief of Police or

Public Safety Director. The CHRO will notify the employee in writing of the approval or denial of the request.

- (g) The County and the FOP shall be jointly responsible for establishing the policies and procedures to govern administration of the Bank. At the end of each calendar year, unused days shall remain in the Bank for future use.

ANNUAL MEDICAL EXAMINATION

- (49) The County shall require and provide employees with an annual medical examination to be performed by the designated County-approved physician at his/her arrangement. The Pap test will be administered to female employees who request it. The County may require a stress test; or, a psychological or psychiatric examination if felt necessary by the CHRO for reasonable cause. The examination shall be confidential and restricted to designated County medical facility files, except where conditions are noted that would limit the employee in the performance of his/her duties. In such cases, a conference between the employee, the designated County-approved physician, Chief of Police and CHRO or designees shall be held to review the problem. Physical fitness examinations in accordance with Section 82(a) of this contract shall be taken within sixty (60) days of the annual medical examination. If the County fails to schedule a physical fitness evaluation to be taken within sixty (60) days of the employee's annual medical examination, the physical fitness examination shall be conducted only on a voluntary basis.

DRUG TESTING

- (50) (a) In addition to drug testing of employees due to incident or due to reasonable suspicion, the parties recognize that the County may engage in random drug testing of employees. Employees shall be selected by an objective, random method. It is in the spirit of safety and cooperation that the FOP agrees to random drug testing as a condition of employment for their bargaining unit. The County agrees that the FOP will be included in drafting the County's random drug testing procedures. The County's drug testing policy will be published as a personnel policy and procedure;
- (b) In reference to random drug testing, the County agrees to listen to the underlying concerns of the FOP

concerning the subject of random drug testing and to receive a written list of the expressed concerns for future reference;

- (c) Members of the bargaining unit subject to this Agreement shall be subject to the Police Department policy concerning drug testing, supplemented by the County's Random Drug Testing Policy. Nothing in the County's policy shall prohibit the dismissal or other disciplinary action against an employee pursuant to any other directive, policy, regulation, ordinance, or law.
- (d) The Police Department policy will be adhered to until such time as there is change in circumstance which, in the judgment of the County, warrants the initiation of random testing. Should such a situation occur, the County agrees to:
 - (1) consider the concerns of the FOP, as discussed and submitted at the negotiations, in making its decision to implement random drug testing; and,
 - (2) to advise the FOP, in advance, as to its decision to implement random drug testing.
- (e) The FOP and the County shall meet and discuss which laboratory or laboratories shall be utilized for the tests. Any sample yielding a positive test shall be tested again. Any employee whose sample is confirmed positive in a more extensive second test (gas-chromatograph/mass spectrometry) for use of unlawful drugs as listed by Delaware Title 16 as amended shall be terminated;
- (f) Should such drug testing show an abuse of other drugs and/or alcohol, which are not illegal in and of themselves, the individual shall be given the opportunity of entering and completing a substance abuse rehabilitation program under the Employee's Assistance Program for the first offense. Failure to do so will result in termination. Second offenders will be terminated;
- (g) Employees assigned to the Drug Control Squad or other similar units may be tested prior to and while in such assignments due to the nature of the assignment. Such employees may be tested as frequently as deemed necessary by the department.

MILITARY TRAINING LEAVE

- (51) "Armed Forces" are defined to include the Army, Navy, Marine Corps, Air Force and Coast Guard. "Reserve Components" are defined to include the federally recognized National Guard and Air National Guard of the United States, the Officer Reserve Corps, the regular Army Reserve, the Naval Reserve, the Marine Corps Reserve, the Coast Guard and Air Force Reserves.
- (52) Any person who submits a request for military leave shall be granted leave. In all cases of military leave other than active deployment, the number of persons on military leave will not count against scheduled and approved vacations.
- (53) Employees who leave their service with the County to join the Armed Forces, or who are ordered to duty with the Armed Forces, shall be granted leave from their position and the right to return to that position in accordance with the Uniformed Services Employment and Reemployment Rights Act ("USERRA"). Probationary employees may be required to complete their probationary employment upon reinstatement.
- (54) Such employee shall be entitled to be restored to the position which he/she vacated, provided he/she makes application to the Office of Human Resources within ninety (90) days of the date of his/her Honorable Discharge, and is physically and mentally capable of performing the work of his/her position.
- (55) In the event the position vacated by an employee entering the armed services no longer exists at the time he/she qualified to return to work, such employee shall be entitled to be reemployed in another position of the same class in the County service, provided re-employment does not necessitate the laying-off of another person who was appointed at an earlier date than such person returning from military leave.

In addition to his/her accumulated vacation pay, a permanent employee with ninety (90) days service entering military service due to enlistment or the draft shall be entitled to be paid one full calendar month's wages.

- (56) (a) Any employee who is a member of the National Guard, or an organized military reserve of the United States, will be entitled to a leave of absence, without pay, not to exceed a total of ten (10) working days in any one

calendar year, or a longer period as may be required by the employee's orders and USERRA.

Any permanent employee who is a member of the National Guard or any organized military service component of the United States will be entitled to a leave of absence not to exceed a total of ten (10) workdays in any one (1) calendar year during which time he/she shall be paid his/her regular salary rate. In order to receive payment of salary rate, an employee must file a copy of his/her orders with the Office of Human Resources prior to his/her leave. For training periods beyond ten (10) workdays, each year, while leave shall be granted, the County shall not be liable for salaries.

- (b) Any permanent employee who is a member of a State National Guard and who is ordered to perform emergency duty under the supervision of the United States Government or a State government shall be granted a leave of absence during the period of such activity. Any such employee shall receive the pay differential in the amount by which the employee's normal salary, calculated on the basis up to a maximum of forty (40) hours, which the employee has lost by virtue of such absence, exceeds any pay received from a State.
- (c) In order to ensure uniformity, requests for deferment of employees from service in the armed forces shall be made only by the County Executive.

LEAVE OF ABSENCE

(57) Leaves of absence may be granted to full-time employees covered by this Agreement as follows:

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

rolling 12-month period measured backward from the date the leave is used.

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

- (b) Civil Leave - An employee shall be given leave with full pay when subpoenaed to appear before a court, public body or commission in connection with County business. An employee shall be paid the difference between his/her regular salary, and any wage compensation granted him/her when subpoenaed to appear before a court, public body or commission not in connection with County business.
- (c) (1) Educational Leave - A full-time permanent employee may be given educational leave with full or partial pay for the purpose of taking courses directly related to his/her work as determined by the Chief of Police and the CHRO or designee. Requests for such leave must be approved in advance by the Human Resources Advisory Board and the County Executive and they may not exceed a total of twenty (20) days or one hundred sixty (160) hours in any one calendar year. Such educational leave with full or partial pay shall not be granted in conjunction with any other leave of absence and is intended to be utilized by the County employees needing specific grants of time during normal duty hours to attend educational classes which are not available at any off-duty time. It is specifically prohibited to grant a block of educational leave in conjunction with leave without pay granted for educational purposes. Educational leave for a longer period may be granted in special cases of unusual merit and of great benefit to the County government. In such cases, the employee must agree in writing to return to work for a minimum period of one (1) year after expiration of the educational leave.
- (2) Where staffing requirements permit, the County will attempt to accommodate emergency, short-term educational leave requests by employees. The County's decision will not be subject to grievance.
- (d) Leave Without Pay - The Chief of Police, with the approval of the County Executive, may grant a permanent employee a leave of absence without pay not to exceed two (2) years. Failure of an employee to return to duty upon the expiration of his/her leave without pay shall be interpreted as a resignation. Leave without pay shall be granted only when it will not result in harm to the interest of the County as an employer beyond any benefits to be realized.

- (e) Absence Without Leave - An absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of these regulations shall be deemed to be an absence without leave. Any such absence shall be without pay and may be a subject for disciplinary action. In the absence of such disciplinary action, any employee who absents himself/herself for four (4) consecutive workdays without leave shall be deemed to have resigned from employment with the County. Such action may be reconciled by a subsequent grant of leave if the conditions warrant.
- (f) Disability Leave - A permanent, probationary or limited-term employee who is temporarily disabled in the line of duty shall receive full pay for up to one (1) year without charge against his/her vacation or sick leave, subject to the following conditions:
 - (1) Provided that the disability results from an injury or illness sustained directly in the performance of the employee's duties, as provided in the State Worker's Compensation Act.
 - (2) If incapacitated for his/her regular employment, the employee may be given other duties within the Police Department for the period of recuperation. Unwillingness to accept such an assignment as directed by the Chief of Police or the CHRO or designees will make the employee ineligible for disability leave during the time involved.
 - (3) A physician selected by the County shall determine the physical ability of the employee to continue working or to return to work unless the employee's physician determined otherwise, in which case a third impartial physician shall be employed to make the decision.
- (g) Fraternal Order of Police Employment - Any employee elected or appointed as a member of the FOP shall be granted a leave of absence without pay for a period not to exceed two (2) years which may be extended by agreement of the parties. Such leave shall not be granted in excess of one (1) employee for the FOP.

- (h) Fraternal Order of Police Convention - Leaves of absence with pay to attend and serve as delegates or alternates to conventions of the Fraternal Order of Police and organization and training conferences relating to the Fraternal Order of Police shall be granted to the FOP. Such leave shall not exceed two thousand six hundred (2,600) hours for the three years duration of this agreement. The FOP agrees to endeavor to make appointments to such conventions or other functions requiring said leave, in such a manner as to prevent serious staffing shortages within any one (1) division or squad of the Department. Notice for said requested leave must be submitted in advance to the Chief of Police or designee, listing the name(s) of personnel and total hours to be used. Such leaves may be used for training and education in grievance handling, labor and management relations, personnel administration, etc. Such leave shall also be granted for attendance at the National Law Enforcement Memorial Services, to include the Candlelight Vigil, Parade of Honorees and Memorial Service.
- (i) FOP Meeting Leave - Any employee on the Board of Directors of the FOP, shall be given three (3) hours off from duty to participate in Board of Director's, monthly meetings or any special meetings. The FOP shall give the appropriate supervisor notice of such meetings. Attendance will not exceed more than three (3) members per shift at any time, and said members shall be subject to callback as required.
- (j) Seniority shall accumulate during all authorized leaves of absence. Should the position of any employee on approved leave without pay be abolished or consolidated he/she shall, upon return from leave, be given employment in a position having the same classification; if that is not possible, in a position allocated to a classification with a lower pay grade provided, however, that the name of such employee shall be placed on a re-employment list for his/her original classification.

SHIFT SCHEDULING

- (58) (a) The 5-3/4-3 shift configuration includes ten (10) hour day and evening shifts and eight (8) hour midnight shifts. The 4-4 shift configuration includes eleven and one quarter (11.25) hour day and evening shifts. The 5-3/4-3 shifts will

be scheduled in a fifteen (15) day rotation. The 4-4 shift will be scheduled in a thirty-two (32) day rotation.

- (b) For the purpose of defining a workday under the 5-3/4-3 shift, each officer will be scheduled to work a ten (10) hour shift for day work and evening shifts and eight (8) hours for the midnight shift. For the purpose of defining a workday under the 4-4 shift, each officer will be scheduled to work an eleven and one-quarter (11.25) hour shift for day work and evening shifts. Employees will be paid for ten (10), eight (8) and eleven and one-quarter (11.25) hours respectively at straight time for the scheduled shifts.
- (c) The Chief of Police reserves the right to temporarily reconfigure the shifts provided for herein, in order to address natural or man-made disasters (including events such as pandemics, riots, wars, military activations, civil disorders, hurricanes, tornadoes, states of emergency, etc.). Such shift reconfigurations shall be limited to a period of thirty (30) days, but may be extended for two (2) periods of fifteen (15) days each after consultation with the FOP. Further fifteen (15) day extensions may be implemented if the FOP agrees that the conditions requiring the reconfiguration continue to exist. The parties agree that the shift schedules provided for herein shall resume at such time as such conditions no longer exist.
- (d) Officers will be scheduled for forty (40) hours of training throughout the year. The County will continue to use its best efforts to schedule training days for Monday through Friday, and to ensure that training will not be scheduled the day before or the day after a holiday. The County also agrees that whole platoon in-service training shall not be scheduled during the months of June, July or August. Pay for training hours will be spread throughout the pay cycles. Officers will be advised in advance of the training days.

HOURS OF DUTY - OVERTIME COMPENSATION

- (59) (a) The payroll period for all annual salaried employees shall cover fourteen (14) consecutive days beginning at the employee's respective starting time on Monday and ending at the employee's respective starting time on Monday, fourteen (14) days later.

- (b) Overtime Pay - For the purpose of computing overtime, the regular duty day is either eight (8), ten (10) or eleven and one-quarter (11.25) hours depending on the employee's regular scheduled shift, and the regular duty pay cycle will remain unchanged.
- (c) The premium rate of time and one-half the employee's regular base rate of pay shall be paid for all duty hours performed in excess of eight (8), ten (10) or eleven and one-quarter (11.25) hours in any continuous twenty-four hour period or for all duty hours worked in excess of the regular duty pay cycle.
- (d) All duty hours worked on emergency duty shall be paid in accordance with the provisions of paragraph (c) above.
- (e) Court Time: Where a Police Officer is required to appear in court on off duty hours, including Grand Jury time, in connection with the performance of his/her duty, he/she, commencing at the time the employee is scheduled to appear, shall receive minimum pay of three (3) hours at time and one-half for such time. In no event shall an employee receive premium court time pay for duty hours.
- (f) Pay Day: Pay day shall be on the Friday following the end of the payroll period except where a holiday falls on Friday, then pay day shall be the Thursday following the end of the payroll period. In the event that both Thursday and Friday are holidays, then pay day shall be on Wednesday.
- (g) Meals: Each employee shall be granted a meal period as near as possible to the normal eating hours, except where an emergency requires otherwise. During such meal periods, the employee shall be available in cases of emergency.
- (h) Overtime assignment for each member of the department shall be made on as equitable a basis as possible. When an employee is improperly (unintentionally) missed for an overtime opportunity, the employee shall not receive monetary reimbursement for the missed opportunity but will be provided a like overtime opportunity with a review and resolution of any systemic issues that may have generated the missed opportunity. The like overtime opportunity shall not affect the overtime due to another employee. Each missed overtime opportunity

shall be evaluated on a case-by-case basis. Managers who intentionally take action which results in missed overtime opportunities shall be evaluated for possible discipline.

(i) Shift Premium

(1) Effective April 1, 2006, employees who are assigned and work a complete shift which starts and ends between the hours identified in paragraph 59(i)(5) shall receive, in addition to their regular rate of pay, a premium of 6% of the employee's regular hourly rate of pay, for all such hours worked.

(2) Shift premium for overtime hours shall be earned as follows:

(i) An employee who has completed a regular shift which qualifies for shift premium as outlined above and is required to work overtime, either before or after this shift, without being relieved from duty, shall receive shift premium for all hours continuously worked.

(ii) An employee who is called in after completing a shift which qualifies for shift premium as outlined herein shall receive shift premium for all such overtime worked during the shift premium period from 1500 hours to 0800 hours. For the purpose of this section, an employee called in prior to starting a new shift shall be paid for the call-in hours worked in accordance with the rate applicable to the shift he/she just completed.

(iii) Effective April 1, 2014, an employee who is called in shall receive shift premium for all such overtime worked during the shift premium period from 1400 hours to 0600 hours. For the purpose of this section, an employee called in prior to starting a new shift shall be paid for the call-in hours worked in accordance with the rate applicable to the shift he/she just completed.

(iv) An employee normally assigned to the day shift who completes a full second shift between 1500 hours and 0800 hours, thereby completing two

consecutive shifts without being relieved from duty, shall be paid shift premium for all such overtime hours worked.

- (3) The shift premium shall not apply to a day shift, which begins 0600-0900 hours. These shift premium provisions shall not apply to any overtime hours worked prior to or after such day shifts unless the employee works at least 8 hours before or 8 hours after his/her day shift.
- (4) Shift premium shall not be paid for sick leave, vacation, holiday, and all other leaves with pay granted by the County. Overtime hours involving court time shall also be excluded from shift premium pay.
- (5) It is agreed and understood that the shifts already in effect at the time of this Agreement which qualify for shift premium are as follows:

1400-2200, 1400-2400, 1500-0100, 1500-2300, 1530-0130, 1600-2400, 1800-0200, 2000-0400, 2100-0500, 2200-0600, 2230-0630, 2400-0800.
- (6) New shifts established after the signing of this Agreement that overlap into the shift premium period (1400 hours to 0800 hours) shall be resolved by the County and the FOP to determine the eligibility of such shifts for shift premium.
- (7) Effective January 1, 2017, shift premium shall be eliminated.

COMPENSATORY TIME FOR FIELD TRAINING OFFICER ASSIGNMENTS

- (60) Employees who are assigned to perform the duties of a Field Training Officer (FTO) shall receive two hours of compensatory time for each eight hours of the employee's FTO assignment. Employees who wish to use compensatory time must submit a request in the same manner as requests for vacation time. Time will be calculated by the Squad Lieutenant at the end of the FTO process and shall be available for use after that time.

CLASSIFICATION AND SALARIES

(61) The County Government of New Castle County and the FOP hereby agree that:

- (a) Upon hire, a Police Officer will be paid at Pay Grade 24, Step 2 during the period of time prior to the completion of the County-approved police academy or substitute training or orientation program. Upon graduation from the County-approved Academy, the Police Officer will move to Step 3. Such Police Officer will move to Step 4 two (2) years after the date of hire if the officer receives a satisfactory evaluation.
- (b) Merit Increase Compensation Procedure
 - (1) The County shall make available to those employees not at the maximum salary of their assigned pay grades in the pay plan, a merit increment one step increase to the next higher salary in the employee's pay grade in accordance with the rules of the pay plan.
 - (2) Merit increases shall be effective on the employee's anniversary date.
- (c) A patrol officer, upon satisfactorily completing three (3) years of continuous service as a police officer with New Castle County, shall receive Officer First Class (OFC) stripes without any additional adjustment in pay. Said patrol officer must maintain satisfactory evaluation to retain all OFC stripes.
- (d) Effective January 1, 2017, an OFC, entering his tenth (10th) year of continuous service shall be eligible for promotion to the rank of Corporal, provided he/she has met the following:
 - (1) He/she has received four satisfactory evaluations after obtaining the rank of OFC and is rated satisfactory in the current year.
 - (2) The Corporal rank may be lost by an unsatisfactory performance evaluation and/or serious disciplinary action.

- (3) The Corporal rank, once obtained and lost would be reinstated once a satisfactory performance evaluation is obtained.
 - (4) It is understood that the rank of Corporal is not a supervisory position but recognition of satisfactory years of service and leadership. Should a vacancy occur on a shift, there would be no acting Corporal status.
 - (5) It is also understood that the rank of Corporal does not give preference to that officer for consideration of any promotional opportunity.
- (e) Effective January 1, 2017, a Corporal entering his twelfth (12) year of continuous service shall be eligible for promotion to the rank of Senior Corporal provided he/she has met the following:
- (1) He/she has received two consecutive satisfactory evaluations after obtaining the rank of Corporal and is rated satisfactory in the current year.
 - (2) The Senior Corporal rank may be lost by an unsatisfactory performance evaluation and/or serious disciplinary action.
 - (3) The Senior Corporal rank, once obtained and lost would be reinstated once a satisfactory performance evaluation is obtained.
 - (4) It is understood that the rank of Senior Corporal is not a supervisory position but recognition of satisfactory years of service and leadership. Should a vacancy occur on a shift, there would be no acting Senior Corporal status.
 - (5) It is also understood that the rank of Senior Corporal does not give preference to that officer for consideration of any promotional opportunity.
- (f) Effective January 1, 2017, a Senior Corporal entering his fourteenth (14) year of continuous service, shall be eligible for promotion to the rank of Master Corporal provided he/she has met the following:
- (1) He/she has received two consecutive satisfactory evaluations after obtaining the rank of Senior

Corporal and is rated satisfactory in the current year.

- (2) The Master Corporal rank may be lost by an unsatisfactory performance evaluation and/or serious disciplinary action.
 - (3) The Master Corporal rank, once obtained and lost would be reinstated once a satisfactory performance evaluation is obtained.
 - (4) It is understood that the rank of Master Corporal is not a supervisory position but recognition of satisfactory years of service and leadership. Should a vacancy occur on a shift, there would be no acting Master Corporal status.
 - (5) It is also understood that the rank of Master Corporal does not give preference to that officer for consideration of any promotional opportunity.
- (g) A Sergeant shall move to the grade of Senior Sergeant after having achieved four (4) years of service in the grade of Sergeant provided he/she has a satisfactory evaluation.
 - (h) A Lieutenant shall move to the grade of Senior Lieutenant after having achieved four (4) years of service in the grade of Lieutenant provided he/she has a satisfactory evaluation.
 - (i) Effective July 1, 2022 an increase to salaries of 2.5% will occur for all FOP bargaining unit members.
 - (j) Effective July 1, 2023 an increase of salaries of 2.5% will occur for all FOP bargaining unit members.
 - (k) Effective July 1, 2024 an increase to salaries of 2.5% will occur for all FOP bargaining unit members.
 - (l) Effective July 1, 2025 an increase to salaries of 2.5% will occur for all FOP bargaining unit members.
 - (m) (1) Effective July 1, 2022, any FOP bargaining unit member who has completed eighteen (18) or more years of continuous service with the County will receive an additional increase of 3% to his/her salary. Any FOP

bargaining unit member who completes eighteen (18) year of continuous service with the County after July 1, 2022 will receive an increase of 3% to his/her salary, effective on his/her eighteenth (18th) anniversary date.

(2) Effective July 1, 2022, any FOP bargaining unit member who has completed twenty-one (21) or more years of continuous service with the County will receive an additional increase of 3% to his/her salary. Any FOP bargaining unit member who completes twenty-one (21) years of continuous service with the County after July 1, 2022 will receive an increase of 3% to his/her salary, effective on his/her twenty-first (21st) anniversary date.

Salary charts reflecting these provisions are attached as Appendix "B."

SAFETY AND HEALTH

- (62) (a) The FOP agrees that it will insist that its members work safely and cooperate to the fullest extent with the County in order to eliminate conditions conducive to accidents or unhealthy conditions within its operations.

It is in the spirit of safety and cooperation that the FOP agrees to random drug testing for their bargaining unit. The County agrees that the FOP will be included in drafting the County's random drug testing procedures. The County's drug testing policy will be published as a personnel policy and procedure.

- (b) The County agrees that it will maintain adequate safety and health standards and will cooperate with the FOP and with all the County's employees in order that employees are protected from a safety and health standpoint at all times.
- (c) The Police Safety Coordinator shall be appointed by the Chief of Police and the President of the FOP.
- (d) Any recommendation pertaining to safety and health made by the FOP President or any employee to the Chief of Police or departmental safety coordinator shall be considered promptly.
- (e) The CHRO, or designee, will meet with the safety coordinators at least once each month to review the

preceding month's accident and health records and to consider improvement in the safety and health program.

- (f) The equipment and facilities shall be maintained so as not to endanger the safety and health of the employees.
- (g) All police vehicles shall have heating and air conditioning with proper maintenance, excluding all seized vehicles.

BULLETIN BOARDS

- (63) The County agrees to provide and maintain in the police headquarters and designated substations, separate bulletin boards where notices of official FOP matters may be posted by the FOP.

HEALTH INSURANCE AND PRESCRIPTION DRUG BENEFITS

- (64) (a) The County agrees to assume the full cost of providing a basic indemnity plan for the full-time employee's applicable coverage (i.e. employee only, employee and children, employee and spouse, or employee and family) with a level of benefits consistent with the indemnity plan available in program year 2019. The County will also make alternative plan designs available that require employee cost sharing, such as, but not limited to, EPO, PPO, HMO, POS, and HSA plans.

Effective January 1, 2017, the County shall pay 93% of each employee's monthly premium for health insurance other than the basic indemnity plan which shall be paid at 100%.

Effective January 1, 2021, the County shall pay 90% of each employee's premium for health insurance other than the basic indemnity plan which shall be paid at 100%.

Effective January 1, 2022, the County shall pay 87% of the monthly premium for each employee enrolled in the PPO plan. Employees enrolled in the PPO plan may maintain their premium share at 10% on or after January 1, 2022 if they participate in the Wellness Program offered by the County and maintain their participation for the entire calendar year. The Wellness Plan shall be implemented on January 1, 2021 and employees shall receive enrollment materials by November of 2020. Points shall accumulate throughout 2021 for 2022 premium

sharing rates. The County will continue to pay 100% of the premiums for each employee enrolled in the basic indemnity plan and 90% of the premiums for employees enrolled in all other plans, except the PPO, as set forth above.

The County shall deduct the employee's contribution through payroll deduction.

Health care coverage shall include the employee's domestic partner, if the employee's domestic partner was enrolled in a County plan as of December 31, 2020 and maintains enrollment without any interruption. Domestic partners who meet these criteria may maintain eligibility for health care coverage as provided in this Agreement (and may hereafter be referred to as an "eligible domestic partner" or "eligible domestic partners"). Effective January 1, 2021, coverage for domestic partners for new enrollments will no longer be an option (continuing coverage will only be available for domestic partners who were enrolled as of December 31, 2020).

- (b) The County has established a spousal coordination of benefits ("COB") program, and maintains a separate policy with additional terms and forms for the administration of the program.

Effective January 1, 2021, employees who are married (or eligible domestic partners) and who are both employed by the County, must elect to be covered under a single plan, i.e., one spouse/eligible domestic partner must select an employee plus spouse or an employee plus family coverage plan, and the other employee-spouse/eligible domestic partner must be covered by that same plan and may not maintain independent or separate coverage under a County plan.

For new employees hired on or after January 1, 2021, and continuing for each plan year thereafter: If a County employee's spouse/eligible domestic partner is eligible to participate in a group health insurance and/or prescription drug insurance plan through their employer (notwithstanding that employer's COB policies), the spouse/eligible domestic partner of the employee must enroll with at least single coverage in said employer's sponsored group insurance coverage(s). If a County employee's spouse/eligible domestic partner is self-

employed / self-insured and offers a group health and/or prescription drug plan to his/her employees, such self-employed spouse/eligible domestic partner must also enroll with at least single coverage in such employer-sponsored group insurance. This requirement shall be waived for any spouse or eligible domestic partner whose employer (self-employed) requires the spouse or eligible domestic partner to pay more than 50% of the single coverage monthly premium and the employee submits proof of such. Upon the spouse or eligible domestic partner's enrollment in any such available group health and/or prescription drug insurance coverage, that coverage will become the primary payer of benefits, and the coverage sponsored by the County will become the secondary payer of benefits, if elected by the County employee. It is the County employee's responsibility to advise the County immediately (and not later than 30 days after any change in eligibility), if the employee's spouse or eligible domestic partner becomes eligible to participate in group health insurance and/or prescription drug insurance sponsored by his/her employer. Upon becoming eligible, the employee's spouse/eligible domestic partner must enroll in any group health insurance and/or prescription drug insurance sponsored by his/her employer, unless he/she is exempt from this requirement in accordance with the exemption stated above.

- (c) Health care plans in effect as of January 1, 2021 shall include the following copayment rates.*

Medical Coverage Copayments

Office visit - Primary Care Physician	\$ 25
Office visit - Specialist	\$ 35
Well child visits/annual check-ups/immunizations	\$ 15
Emergency Room visit**	\$100
Urgent Care Center Visit	\$ 25
Radiology Services (X-Ray, MRI, C/T Scan)	\$ 0
Mammogram***	\$ 0
PAP Screening Test***	\$ 0
Other lab work***	\$ 0

* Should the County establish and offer new plans during the term of the Agreement, such as an employee self-directed care plan, copayments shall be at the rates established by the County with the plan formation.

** This copayment will be waived if the patient is admitted to the hospital.

*** No copayment will be charged when the service is received from a designated non-copayment provider. Employees will be personally responsible for the difference between the cost for the service the plan covers for the designated non-copayment provider charge and the cost charged by a non-covered provider, if the member chooses to use a provider other than a designated non-copayment provider. An exception will be granted in instances of documented medical necessity.

(d) The County will provide the following three-tier prescription drug co-pay system:

Generic prescription drugs	\$ 8 employee co-pay
Preferred prescription drugs	\$30 employee co-pay
Non-preferred prescription drugs	\$50 employee co-pay

When available, employees may fill maintenance medications through a 90-day mail order supply program. Employees will only be charged two (2) 30-day co-pays for the 90-day supply when filled through the mail order supply program.

(65) Waiver of Health Insurance - Payment To A Deferred Compensation Plan

If an employee presents proof that the employee has health insurance coverage from a source other than the health insurance provided by the County, and waives the right to receive health insurance coverage from the County, the County will contribute, for the benefit of such an employee, the sum of \$250 per month to a deferred compensation plan established pursuant to Section 457 of the Internal Revenue Code. No payment shall be made pursuant to this provision until the employee has established an account with the County's deferred compensation administrator and has been removed from the applicable County health insurance plan. In addition to exclusion from this payment as a primary insured, employees who have secured health insurance coverage through a County plan, other than as a primary insured, will not be eligible to receive this payment.

(66) Access to Information

The FOP will be granted full and complete access to all information pertaining to rate increases. This access will

include authorization to receive information directly from existing and prospective carriers.

(67) Retirees

- (a) The County agrees to make available and assume the cost of a basic individual indemnity plan for those employees retiring on or after July 1, 1975 but before April 1, 1997, who are not eligible for Medicare. Such retirees shall have the same options available to active employees under paragraph 64 with the cost of coverage under the basic indemnity plan serving as the amount of the County's contribution.

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

Each month, the retiree shall be issued a health insurance credit to be used exclusively to purchase health insurance coverage (through the County) for retirees who choose coverage above an individual indemnity plan (including retiree and child/children, retiree and spouse/eligible domestic partner, or retiree and family). The value of the monthly credit for uniformed police will be the product of \$15 times the number of years of credited service. The maximum value of the monthly health insurance credit for each retiree shall be \$300 regardless of length of service in excess of the number of years required for normal retirement under any plan. Credits cannot be banked for future use.

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

Regardless of the date of retirement, when a retiree or his or her spouse/eligible domestic partner becomes eligible for Medicare, the County's insurance will cease. Upon verification of enrollment in Medicare

Parts A and B, the County will pay the full cost of providing the retiree and his or her spouse/eligible domestic partner with coverage that supplements, or, as in the case of Medicare advantage plans, replaces Medicare for Medicare participants. In the event of the retiree's death, the County will not assume the cost of providing coverage for the surviving spouse/eligible domestic partner.

When the retiree or his/her spouse becomes eligible for Medicare, the Medicare eligible individual is no longer covered by the County plan. He or she is eligible for the Standard Medifill or equivalent coverage. The retiree or his/her spouse who is not Medicare eligible at that time shall remain on the County plan until he/she becomes Medicare eligible.

- (b) When a member of the New Castle County Police Department retires on a disability retirement, and is unable to work at a full time job, he/she shall be eligible to receive the County's basic indemnity coverage plan in effect at the time of his/her retirement. The cost of the plan, which may cover the employee, his/her spouse, and dependent children who are entitled to coverage under federal law, shall be borne by the County. Such retirees shall have the same options available to active employees under paragraph 64, with the cost of coverage under the County's basic indemnity plan in effect at the time of his/her retirement serving as the amount of the County's contribution.

(68) Life and Accidental Death and Dismemberment Insurance

- (a) Effective April 1, 1997, the County agrees to assume the full cost of life insurance amounting to one and one-half (1½) of the employee's annual salary, with a minimum death benefit of \$50,000 and a maximum death benefit of \$200,000. Additionally, the County will provide accidental death and dismemberment benefits for each employee. Employees will contribute \$1.00 per month toward the cost of this insurance. The County further agrees to administer (through payroll deduction) the voluntary purchase of additional term life insurance coverage at full cost to the employee.
- (b) The County agrees to assume the full cost of providing \$5,000 life insurance for those employees retiring from County service on or after April 1, 1997, with accidental

death and dismemberment benefits for each employee. If the retiree had voluntary additional life insurance as of the date of retirement, the retiree may elect to continue the voluntary additional life insurance coverage, and the County agrees to assist the retiree in obtaining such coverage, at full cost to the retiree.

(69) Benefits Committee

- (a) The County shall maintain a Labor - Management Health Care Benefits Committee (the "Benefits Committee") which shall consist of a representative designated by each County bargaining unit and six (6) representatives designated by the County, each of whom shall be a participant in the County employee health insurance plan. The CHRO or designee shall chair the Benefits Committee.
- (b) The Benefits Committee shall meet for the purpose of reviewing and determining employee benefits including any Wellness Programs available to County employees for the future enrollment periods and the identity of administrators and carriers.
- (c) The Benefits Committee shall be involved at all stages of the review process, including the development of bid specifications, the review of bids (including costs of each plan), meetings with bidders, the design of a benefits plan and Wellness Program, and the selection or termination of plan administrators and consultants. One of the objectives of this review and selection process shall be to foster competition among bidders. During this process the union representatives will be granted full and complete access to all information relating to employee benefits.
- (d) The Benefits Committee shall meet as often as possible to fulfill the duties identified in paragraphs (b) and (c) above, but no less frequently than quarterly. Meeting agendas will be provided in advance and will include quarterly financial updates of the plan. Minutes will be provided after each meeting.
- (e) Any recommendations reached by the Benefits Committee shall be subject to approval by the membership of the FOP, in the following manner: Committee members shall be provided with adequate time and information regarding the proposed recommendation of the Benefits Committee to

allow FOP members to make an informed decision regarding their health care benefits. Following a decision by the FOP membership regarding the proposed recommendation of the Benefits Committee, the Benefits Committee shall meet to vote on the proposed recommendation, which shall require approval by two-thirds of the members present at the Benefits Committee meeting. With advance notice, Benefits Committee members may designate a proxy to cast their vote.

CALL-IN PAY

(70) (a) Call-In Pay and On-Call Pay

All employees called in for duty by the Chief of Police or designee outside of their regularly scheduled hours, or after completing their regular tour of duty, shall be paid for hours actually worked at premium rate as set forth in Section (59)(c) paragraph (c) (Hours of Duty-Overtime Compensation) or a guarantee of four (4) hours pay at said premium rate, whichever is greater. This paragraph shall not apply to employees required to work daily overtime or report for court time.

(b) Call-Up Pay

All employees called up by a supervisor or called upon the authorization of a supervisor for professional purposes which concern County police matters, excluding those matters caused by an error or neglect of the employee, shall be paid one (1) hour straight time for the inconvenience.

(c) On-Call Equipment

For those employees who are normally on-call the County shall supply a car for their use while serving in such status. Any related equipment deemed necessary by the Department of Police for the employee to carry out his/her duties while on-call shall also be provided.

(d) On-Call Pay

Employees who are required to be on-call by the Department shall be paid one (1) hour of straight time pay for each scheduled day in which the employee is on-call.

(71) Standby Pay

- (a) Standby Order: During off time when placed on standby by the proper employee in charge, an employee will be paid one-half of the employee's regular base rate for all standby time, up to a maximum of eight (8) hours in any twenty-four (24) hour period starting with the time the employee is notified to standby. Standby pay shall cease when the employee is notified by a superior employee that the standby order is rescinded.
- (b) Standby For Court: On each occasion when an employee is scheduled for a court appearance, the employee may elect to be placed on standby, or be placed on standby by a proper authority (i.e. court officer, supervisor, or representative of the Attorney General's Office). An employee will not, however, have the right to elect to be placed on standby if the proper authority directs the employee to appear in court. When an employee is on standby for a scheduled court appearance, such an employee will be paid at one-half ($\frac{1}{2}$) of the employee's regular base rate for three (3) hours, unless notified to appear in Court at which time standby pay shall cease. In such a case, the employee shall be provided with a time when the employee is required to appear, and the employee shall, commencing at the time the employee is required to appear, be paid for court time pursuant to Paragraph 59(e).

(72) Change in Shift

Employees shall be given at least seven (7) days' notice of a change in their shift except in the event of an emergency or for training purposes in which case, the County shall give such notice as is practical. Another exception to this seven-day notice requirement shall allow regular shift hours to be changed on a temporary basis by up to two (2) hours at the beginning or the end of the shift provided forty-eight (48) hours notice is given to the affected employee. All other shift changes shall be in accordance with Section 58 of this agreement.

(73) Clothing Allowance (Non-uniformed Employees)

- (a) The following operational units and individuals shall receive an annual clothing allowance of one thousand dollars (\$1,000.00): CIU, PSU, DCU, Colonel Executive Officer, FOP President; Serving FOP State President, and Court Officers. The County may change the names or designations of the identified operational units, but

the clothing allowance shall be preserved for the functions performed by the designated units and individuals as of the effective date of this Agreement. The allowance shall be payable in two (2) installments: five hundred dollars (\$500.00) added to the employee's last paycheck in March and five hundred dollars (\$500.00) added to the employee's last paycheck in September of each calendar year. Confirmation of usage of such allowance is required by the County prior to each subsequent allowance.

- (b) An employee assigned to one of the units identified in paragraph (a) above on a temporary or full-time basis (as defined below) shall receive the clothing allowance. Any employee who is assigned for more than thirty (30) calendar days shall receive an amount equal to one-twelfth (1/12) of the allowance of eighty three dollars and thirty three cents (\$83.33) per each month of service payable on the dates in paragraph (a) above.

(74) FOP-County Committee

A committee consisting of County representatives including the CHRO or designee, and FOP members of the bargaining unit shall be established to discuss problems which may arise. The Committee may meet during the first week of each month, with the exact date to be confirmed with the CHRO or designee. These meetings are not intended to bypass the grievance procedure or to be considered contract negotiations but are intended as a means of fostering good employment relations through communications between the parties. A maximum of four (4) members of the FOP may attend such monthly meetings and if on duty shall be granted necessary time off without loss of salary to so attend.

(75) Uniforms and Equipment

- (a) The County shall continue to furnish and maintain (including tailoring, dry cleaning, and laundering) uniforms and equipment. The cost of maintaining and furnishing of uniforms and equipment shall be paid by the County. The County agrees to provide shoes to replace worn or damaged shoes as part of the uniform.
- (b) The County and the FOP agree that an inspection of uniforms and equipment should be held at least once yearly.

(76) Personal Property

When an employee suffers damage to personal property in the line of duty, the County agrees to reimburse the employee a reasonable amount for such property.

TEMPORARY RANK ASSIGNMENTS

- (77) (a) Employees who are assigned duties which are not covered within their particular position descriptions under the County's Personnel Policies and Procedures, will receive adjusted compensation upon written notification of their appointment to assume such duties by the Chief of Police or designee.
- (b) Employees shall receive compensation for performing duties outside their position description provided the assignment is for one full day or more to such position. Their compensation shall reflect a 5% increase in wages from their position.
- (c) The Chief of Police or designee will appoint employees to such positions, no more than two (2) grades above their present position. The Department of Police, through the Office of Human Resources, will fill all vacancies with permanent appointments within thirty days of a vacancy's occurrence.

ALTERATIONS OF AGREEMENT

- (78) No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by an employee or group of employees with the County, and in no case shall it be binding upon the parties hereto unless agreement is made and executed in writing between the parties and same has been ratified by the FOP. The waiver of any breach or condition of this agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein. It is understood and agreed that if any part of this agreement is in conflict with the law, that such part shall be suspended and the appropriate mandatory provision shall prevail, and the remainder of this agreement shall not be affected thereby. In the event of a conflict between the County's duty of reasonable accommodation under the Americans With Disabilities Act ("ADA") and the seniority or other provisions of this agreement, the parties agree that the duty of reasonable accommodation shall prevail.

MERIT SYSTEM RULES

- (79) In the administration of the matters covered by this Agreement, the County Government and the FOP and its members are governed by the applicable rules and regulations of the County's Merit System Ordinance, adopted pursuant to and in accordance with Delaware 9C, Section 1451, and policies of the County which do not conflict with the terms of this agreement.

PENSION

- (80) Effective July, 1973, and for police officers hired before February 1, 1993, County Code, Section 11A-6, (Section 26-596 as amended), Employees' Retirement System, shall become an integral part of this agreement, including the following amendment:

"An employee completing at least 30 years of credited service may retire at his/her option at any age and receive a service retirement annuity. A County police officer who entered the service prior to July 1, 1973, completing at least 20 years of credited service may retire at his/her option at any age and receive a service retirement annuity. A County police officer who enters the County police service after July 1, 1973, completing at least 20 years of County Police service may retire at his/her option at any age up to age 55 which is mandatory and receive a service retirement annuity."

Police officers hired on or after February 1, 1993, shall become members of the Delaware County and Municipal Police/Firefighters Pension Plan set forth at 11 Del. C. Section 8801 et seq. as amended from time to time (the "State Plan"). Under the provision of 11 Del. C. Section 8813, a police officer covered by the State Plan shall become eligible to receive a service pension, after the termination of employment, beginning with the month when the police officer has ten (10) years of credited service and has attained age 62; or the police officer's age plus credited service (but not less than ten (10) years) equal 75; or the police officer has 20 years of credited service. The County shall contribute such amounts for coverage under the State Plan as required under 11 Del. C. Section 8842.

Note: The New Castle County Code, Chapter 11A, "Pension," Article I, Section 11A-6 was amended by New Castle County Council effective December 16, 1986, by ordinances 86-220 and 87-239. Those ordinances have been recodified as Section 26-

596(f) and Section 26-592, definition of "final average salary." Refer to those sections for changes which modify pension provisions for police officers. Employees hired before July 1, 1977, that elect the retirement option detailed in ordinances 86-220 and 87-239 would be eligible for their accumulated sick leave benefit upon retirement as specified in Paragraph 42 contained herein, with the exception that they shall receive the lesser of five (5) days times their number of years of service or the number of days in their sick leave bank. Medical insurance will be covered under and the same as Paragraphs 64(a) and 67.

MAINTENANCE OF STANDARDS

- (81) The County agrees that all conditions of employment relating to pensions, wages, salaries, hours, insurance, vacations, sick leave, grievance procedures and all other terms and conditions of employment shall be maintained at not less than the highest standards in effect at the time of the signing of this agreement, and the same shall be improved wherever specific provisions for improvement are made elsewhere in this agreement.

PHYSICAL FITNESS

- (82) (a) The parties recognize the necessity for all officers to be physically fit. In an effort to ensure that such fitness is achieved, the County and the FOP agree on a comprehensive medical and physical fitness program. In that regard, as part of the annual physical, an officer shall take the physical fitness test described in Appendix "A" ("Physical Fitness Test").
- (b) New hires shall take the Physical Fitness Test prior to graduation from the police academy, and thereafter on an annual basis.
- (c) Employees shall take the Physical Fitness Test on an annual basis.
- (d) The County and the FOP will confer and agree upon minimum standards and progressive discipline.

CAREER DEVELOPMENT

- (83) The County recognizes the specialized expertise of officers within the Department of Police as compared to the entry level police officer. It is a well recognized principle in

personnel management that people are the most important asset to an organization. If the organization is to operate at peak efficiency, it can only be done when its individual members have developed their individual skills to their highest degree of capability. This development and individual growth results in greater job satisfaction and ultimately greater efficiency and effectiveness in job performance. In this regard, the County has established the following career development plan:

- (a) All bargaining unit employees who are awarded a bachelors, graduate, or post-graduate degree from an accredited educational institution shall be eligible to receive a one-time payment of \$200, to be paid within sixty (60) days of the submission to the Public Safety Department of written documentation evidencing the awarding of the degree. Payment under this paragraph shall be limited to one (1) bachelors degree, one (1) graduate degree, and one (1) post-graduate degree for each bargaining unit employee.
- (b) All bargaining unit employees are eligible to receive an annual bilingual/multilingual bonus in the amount of \$500, to be paid upon the employee's achieving a passing score on a language fluency test measuring the employee's proficiency in speaking and comprehending a second language. The County and the FOP will confer on the parameters of the proficiency test prior to its implementation or modification. This test will be coordinated by the County in January of each year. The bilingual/multilingual bonus shall be paid within sixty (60) days of the employee's successful completion of the language fluency test.
- (c) The County shall conduct annual testing to determine promotions to the positions of Sergeant and Lieutenant. The written examination for each rank will take place the second Saturday in February and the eligible list for each rank will be published by May 8th of the same year.

SHOOTING DAYS

- (84) Employees who meet the minimum/mandatory firearms qualification standards established by the Delaware Council on Police Training (COPT) Standards, shall receive six days in each year they qualify.

- (a) Employees in years one through ten years of service may elect to use earned shooting days in the following manner:
 - (1) Employees may use the shooting days in the same manner as vacation time. Requests to use shooting days in lieu of vacation time must be submitted, and shall be processed, in the same manner as vacation time; or
 - (2) Employees may elect to receive compensation at their current rate of pay; or
 - (3) Employees may elect to accrue the shooting days and those days shall be paid at the time of separation from employment at the employee's rate of pay at the time of separation.
- (b) Employees who have eleven or more years of service may elect to use earned shooting days in the following manner:
 - (1) Employees may use the shooting days in the same manner as vacation time. Requests to use shooting days in lieu of vacation time must be submitted, and shall be processed, in the same manner as vacation time; or
 - (2) Employees may elect to accrue the shooting days and those days shall be paid at the time of separation from employment at the employee's rate of pay at the time of separation.
- (c) Effective January 1, 2016, the shooting days shall be eliminated. Any unused shooting days as of January 1, 2016, may be used as described in Section (a) and (b) above.

DURATION OF AGREEMENT

- (85) This agreement is effective from July 1, 2022, through June 30, 2026. It shall be automatically renewed from year to year thereafter, unless either party shall give the other party written notice of desire to terminate, modify or amend this agreement. Such notice shall be given to the other party in writing, by registered mail on or before September 1, 2025.

APPENDIX A

Physical Fitness Test

The following physical fitness test shall be administered by a fitness testing provider selected by the County:

1. Exercise electrocardiogram evaluation
2. Percent body fat calibration
3. Grip strength
4. Upper body endurance
5. Abdominal endurance

**PAY PLAN AND RATES OF PAY FOR
FRATERNAL ORDER OF POLICE, NEW CASTLE COUNTY LODGE NO. 5**

Effective 7/1/2022													
CLASSIFICATION	PAY GRADE											Completion of	
	1	2	3	4	5	6	7	8	9	10	Year 18	Year 21	
POLICE OFFICER	24	54,169	56,878	59,722	62,711	65,844	69,137	72,594	76,224	80,035	84,036	86,557	89,154
CORPORAL	25	56,878	59,722	62,711	65,844	69,137	72,594	76,224	80,035	84,036	88,239	90,886	93,613
SENIOR CORPORAL	26	59,722	62,711	65,844	69,137	72,594	76,224	80,035	84,036	88,239	92,651	95,430	98,293
MASTER CORPORAL	27	62,711	65,844	69,137	72,594	76,224	80,035	84,036	88,239	92,651	97,284	100,203	103,209
SERGEANT	29	69,137	72,594	76,224	80,035	84,036	88,239	92,651	97,284	102,147	107,254	110,472	113,786
SR. SERGEANT	30	72,594	76,224	80,035	84,036	88,239	92,651	97,284	102,147	107,254	112,618	115,996	119,476
LIEUTENANT	31	76,224	80,035	84,036	88,239	92,651	97,284	102,147	107,254	112,618	123,880	127,596	131,424
SR. LIEUTENANT	32	80,035	84,036	88,239	92,651	97,284	102,147	107,254	112,618	123,880	130,074	133,976	137,996

Effective 7/1/2023													
CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10	Completion of Year 18 Year 21	
POLICE OFFICER	24	55,524	58,300	61,215	64,278	67,490	70,865	74,409	78,130	82,035	86,137	88,721	91,383
CORPORAL	25	58,300	61,215	64,278	67,490	70,865	74,409	78,130	82,035	86,137	90,445	93,159	95,953
SENIOR CORPORAL	26	61,215	64,278	67,490	70,865	74,409	78,130	82,035	86,137	90,445	94,967	97,816	100,751
MASTER CORPORAL	27	64,278	67,490	70,865	74,409	78,130	82,035	86,137	90,445	94,967	99,716	102,708	105,789
SERGEANT	29	70,865	74,409	78,130	82,035	86,137	90,445	94,967	99,716	104,701	109,936	113,234	116,631
SR. SERGEANT	30	74,409	78,130	82,035	86,137	90,445	94,967	99,716	104,701	109,936	115,433	118,896	122,463
LIEUTENANT	31	78,130	82,035	86,137	90,445	94,967	99,716	104,701	109,936	115,433	126,977	130,786	134,710
SR. LIEUTENANT	32	82,035	86,137	90,445	94,967	99,716	104,701	109,936	115,433	126,977	133,326	137,326	141,446

Effective 7/1/2024													
CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10	Completion of Year 18 Year 21	
POLICE OFFICER	24	56,912	59,757	62,746	65,885	69,178	72,637	76,269	80,083	84,086	88,291	90,939	93,668
CORPORAL	25	59,757	62,746	65,885	69,178	72,637	76,269	80,083	84,086	88,291	92,706	95,487	98,352
SENIOR CORPORAL	26	62,746	65,885	69,178	72,637	76,269	80,083	84,086	88,291	92,706	97,341	100,262	103,269
MASTER CORPORAL	27	65,885	69,178	72,637	76,269	80,083	84,086	88,291	92,706	97,341	102,209	105,276	108,434
SERGEANT	29	72,637	76,269	80,083	84,086	88,291	92,706	97,341	102,209	107,319	112,684	116,065	119,546
SR. SERGEANT	30	76,269	80,083	84,086	88,291	92,706	97,341	102,209	107,319	112,684	118,319	121,869	125,525
LIEUTENANT	31	80,083	84,086	88,291	92,706	97,341	102,209	107,319	112,684	118,319	130,151	134,056	138,077
SR. LIEUTENANT	32	84,086	88,291	92,706	97,341	102,209	107,319	112,684	118,319	130,151	136,659	140,759	144,982

Effective 7/1/2025													
CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10	Completion of Year 18 Year 21	
POLICE OFFICER	24	58,334	61,251	64,314	67,532	70,907	74,453	78,176	82,085	86,189	90,498	93,213	96,009
CORPORAL	25	61,251	64,314	67,532	70,907	74,453	78,176	82,085	86,189	90,498	95,024	97,875	100,811
SENIOR CORPORAL	26	64,314	67,532	70,907	74,453	78,176	82,085	86,189	90,498	95,024	99,775	102,768	105,851
MASTER CORPORAL	27	67,532	70,907	74,453	78,176	82,085	86,189	90,498	95,024	99,775	104,765	107,908	111,145
SERGEANT	29	74,453	78,176	82,085	86,189	90,498	95,024	99,775	104,765	110,002	115,501	118,966	122,535
SR. SERGEANT	30	78,176	82,085	86,189	90,498	95,024	99,775	104,765	110,002	115,501	121,277	124,916	128,663
LIEUTENANT	31	82,085	86,189	90,498	95,024	99,775	104,765	110,002	115,501	121,277	133,405	137,407	141,529
SR. LIEUTENANT	32	86,189	90,498	95,024	99,775	104,765	110,002	115,501	121,277	133,405	140,076	144,278	148,606

Introduced by: Mr. Sheldon, Mr. Woods
Date of introduction: June 14, 2022

RESOLUTION NO. 22-121

AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH THE DELAWARE RIVER & BAY AUTHORITY TO SHARE COSTS ASSOCIATED WITH THE VOLUNTARY CLEAN UP PROGRAM AGREEMENT ENTERED INTO ON OCTOBER 16, 2017 WITH THE DELAWARE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL THE DELAWARE RIVER & BAY AUTHORITY

WHEREAS, the Delaware River and Bay Authority (“DRBA”) leased the Wilmington Airport (“Airport”, Tax Parcel No. 10-018.00-006) from New Castle County in 1995 for a thirty year term with a thirty year renewal option (the “Lease Agreement”), and, under the Lease Agreement, the DRBA manages the operation of the Airport; and

WHEREAS, in 2014, the Delaware Department of Natural Resources and Environmental Control (“DNREC”) both the County and DRBA of their potential liability as potentially responsible parties for documented release or threatened release of hazardous substances, pollutants or contaminants at the Airport, pursuant to Section 9105 of the Delaware Hazardous Substance Cleanup Act, 7 Del. C., Chapter 91 (“HSCA”); and

WHEREAS, the County and DRBA entered into a Voluntary Clean Up Program Agreement (“VCP Agreement”) with DNREC on October 16, 2017 for further investigation of the Property to determine whether a cleanup at the Property was necessary pursuant to the HSCA and the Delaware Regulations Governing Hazardous Substance Cleanup; and

WHEREAS, the County and DRBA previously entered into cost-sharing agreements to evenly split the costs of the investigation undertaken by the parties pursuant to the VCP Agreement, without addressing the responsibility of either party in the event that cleanup is required ; and

WHEREAS, the County and DRBA engaged an environmental investigation consultant to perform the investigation pursuant to the VCP Agreement; and

WHEREAS, on May 25, 2021, the parties’ environmental consultant concluded its initial investigation of the Property, with DNREC approving the recommendations by parties’ environmental consultant on July 8, 2021 but also recommending the parties conduct a supplemental remedial investigation to further investigate whether a cleanup at the Property is necessary; and

WHEREAS, the parties would like to enter into another cost-sharing agreement to share the costs of the supplemental remedial investigation to be undertaken by the parties pursuant to the VCP Agreement; and

WHEREAS, the parties agree to share the costs of the supplemental remedial investigation equally, with each party's share to be capped at \$80,000 each; and

WHEREAS, County Council has determined that the purpose of the Agreement listed below substantially advances, and is reasonably and rationally related to, legitimate government interests (i.e., promoting the health, safety, morals, convenience, order, prosperity and/or welfare of the present and future inhabitants of this State).

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that it hereby authorizes the County Executive to execute the following Agreement:

Agreement, as attached. The agreement memorializes the cost-sharing agreement between New Castle County and the Delaware River & Bay Authority for the supplemental remedial investigation requested by the Delaware Department of Natural Resources and Environmental Control and pursuant to the October 16, 2017 Voluntary Cleanup Agreement between the parties. Both the County and the Delaware River & Bay Authority's total costs will be capped at \$80,000 each.

This Resolution shall become effective immediately upon its adoption by County Council.

Adopted by County Council of
New Castle County on:

President of County Council
of New Castle County

SYNOPSIS: This Resolution authorizes the County executive to execute an agreement that evenly splits the supplemental remedial investigation at Wilmington Airport with the Delaware River & Bay Authority. Both the County and the Delaware River & Bay Authority's total costs will be capped at \$80,000 each.

FISCAL NOTE: The County and the Delaware River & Bay Authority will equally share the costs incurred under this Agreement, with each party's share being capped at \$80,000.00.

FOURTH ENVIRONMENTAL REMEDIAL INVESTIGATION
COST SHARING AGREEMENT

THIS FOURTH ENVIRONMENTAL REMEDIAL INVESTIGATION COST SHARING AGREEMENT (“Agreement”) is made and entered into as of May ___, 2022 (“Effective Date”), by and between **THE DELAWARE RIVER AND BAY AUTHORITY**, a body politic and an agency of the State of Delaware and the State of New Jersey (the “DRBA”), and **NEW CASTLE COUNTY**, a political subdivision of the State of Delaware (the “County”) (the DRBA and the County are sometimes referred to individually in this Agreement as “Party” and collectively as, the “Parties”).

WITNESSETH:

WHEREAS, the County acquired from the United States Department of Defense certain parcels of land and improvements which are located in the County of New Castle, State of Delaware and commonly known as the New Castle County Airport, identified by the County as tax parcel number 1001800006 (the “Airport” or “Site”) pursuant to an Instrument of Transfer between the United States of America and the Levy Court of New Castle County, Delaware, dated April 29, 1949, and effective as of October 27, 1947, as the same is of record in the Office of the Recorder of Deeds in Wilmington, Delaware (“Office of the Recorder of Deeds”), in Deed Record C, Volume 49, page 75; and

WHEREAS, the County operated the Airport from 1949 until the DRBA assumed control, operation and management of the Airport in 1995 by way of an Acquisition Agreement dated March 9, 1995 (the “Acquisition Agreement”) and a Ground Lease dated June 30, 1995 entered into by the County and the DRBA, a memorandum of which was recorded in the Office of the Recorder of Deeds on October 25, 1995 in Book 2000, Page 269 (the “Original Ground Lease”), as amended by that certain First Amendment to Ground Lease dated January 27, 2005

and recorded in the Office of Recorder of Deeds as Instrument No. 20050316-0025274 (the “First Amendment”), by that certain Second Amendment to Ground Lease dated April 18, 2008 and recorded in the Office of Recorder of Deeds as Instrument No. 20080422-0027677 (the “Second Amendment”), by that certain Third Amendment to Ground Lease dated June 26, 2009 and recorded in the Office of Recorder of Deeds as Instrument No. 20090626-0041433 (the “Third Amendment”), by that certain Fourth Amendment to Ground Lease dated April 12, 2019 and recorded in the Office of the Recorder of Deeds as Instrument No. 20190926-0077312 (the “Fourth Amendment”), by that certain Fifth Amendment to the Ground Lease dated May 18, 2021 and recorded in the Office of the Recorder of Deeds as Instrument No. 20210824-0098909 (the “Fifth Amendment”), and by that certain Sixth Amendment to the Ground Lease dated September 30, 2021 and recorded in the Office of the Recorder of Deeds as Instrument No. 20211004-011538 (the “Sixth Amendment,” the Original Ground Lease, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and Sixth Amendment shall collectively be referred to herein as the “Lease”); and

WHEREAS, the Department of Natural Resources (“DNREC”) sent a letter to the County, attached hereto as Exhibit A, advising the County of its potential liability pursuant to Section 9105 of the Delaware Hazardous Substance Cleanup Act, 7 Del. C., Chapter 91 (“HSCA”), with respect to the Airport as a potentially responsible party as it is an owner of such Site; and

WHEREAS, DNREC sent a letter to the DRBA, on May 27, 2014, attached hereto as Exhibit B, advising the DRBA of its potential liability pursuant to Section 9105 of HSCA with respect to the Airport as a potentially responsible party as it is an operator of such Site; and

WHEREAS, the Parties gave prompt notice to each other of DNREC's letters; and

WHEREAS, DNREC states in its letters (Exhibits A and B) that it has documented the release or threatened release of hazardous substances, pollutants or contaminants at the Site, including, but not limited to, polynuclear aromatic hydrocarbons (PAHs) in soils and volatile organic compounds (VOCs) in groundwater at the Site, and believes further action is required under HSCA; and

WHEREAS, DNREC encourages potentially responsible parties ("PRPs") to enter into voluntary agreements with DNREC; and

WHEREAS, the DRBA, the County and DNREC entered into a Voluntary Cleanup Agreement dated October 16, 2017 between the DRBA, the County and DNREC (the "VCP Agreement") pursuant to HSCA and the Delaware Regulations Governing Hazardous Substance Cleanup; and

WHEREAS, the DRBA and the County previously entered into the Environmental Remedial Investigation Cost Sharing Agreement dated June 15, 2015 (the "First Cost Sharing Agreement") to share certain costs related to the remedial investigation; and

WHEREAS, the DRBA and the County previously entered into the Second Environmental Remedial Investigation Cost Sharing Agreement (the "Second Cost Sharing Agreement") to share certain additional costs related to the remedial investigation; and

WHEREAS, the DRBA and the County previously entered into the Third Environmental Remedial Investigation Cost Sharing Agreement (the "Third Cost Sharing Agreement") to share certain additional costs related to the remedial investigation; and

WHEREAS, DNREC approved the Remediation Investigation Report compiled by the Parties' environmental expert on July 8, 2021, with the recommendation that the Parties conduct a supplemental remedial investigation of the Site to further determine the extent and delineation of potentially hazardous substances, pollutants or contaminants; and

WHEREAS, the DRBA and the County would like to enter into a fourth agreement upon the terms and conditions set forth herein to share certain additional costs related to the remedial investigation contemplated under the VCP Agreement; and

WHEREAS, the Parties negotiated certain environmental indemnification rights in the Acquisition Agreement but agree that solely for purposes of this Agreement, neither party shall seek indemnification pursuant to Section 11.2 or Section 11.3 of the Acquisition Agreement for the Remedial Investigation Costs (as defined below) covered herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the parties hereto agree, as follows:

1. Definitions. Unless otherwise defined, capitalized terms used in this Agreement shall have the meaning set forth in the VCP Agreement. For the purposes of this Agreement, the term "Remedial Investigation Costs" as used herein shall mean (i) all out-of-pocket third party costs reasonably incurred in connection with the development and performance of a remedial investigation approved by both Parties and set forth in the VCP Agreement contemplated herein and (ii) any amounts payable to DNREC or to the Hazardous Substance Cleanup Fund of the Treasury of the State of Delaware under the terms of the VCP Agreement contemplated herein.

2. Cost Sharing. The Parties agree that the Remedial Investigation Costs subject to this Agreement shall be split equally between the Parties and shall not exceed One

Hundred Sixty Thousand Dollars (\$160,000) (the “Aggregate Not-to-Exceed Amount”). The Aggregate Not-to-Exceed Amount shall be split equally between the Parties (*i.e.*, each party shall have an Eighty Thousand Dollar (\$80,000) cap) (the “Per Party Not-to-Exceed Amount”). The Aggregate Not-to-Exceed Amount shall be in addition to any amounts covered by the First Cost Sharing Agreement, the Second Cost Sharing Agreement and the Third Cost Sharing Agreement.

3. Scope of Work. The Parties shall work together with the Consultant (as defined below) and DNREC to develop and approve the scope of work to be included in the VCP Agreement (the “Scope of Work”). The total cost for the development and performance of the Scope of Work shall not exceed the Aggregate-Not-to-Exceed Amount and neither Party shall be liable for any amount in excess of the Per Party Not-to-Exceed Amount. **For the avoidance of doubt, both Parties acknowledge and agree that the intent of this Agreement is to cover cost sharing for remedial investigatory work included in the Scope of Work only and in the event DNREC determines that additional investigation or environmental remediation is required, this Agreement does not cover cost sharing allocation for any such additional investigation or remediation.**

4. Term. This Agreement shall commence on the Effective Date and shall terminate upon the termination of the VCP Agreement.

5. Cooperation. The Parties will cooperate and consult with one another, as appropriate, with a view to assuring the timely and proper completion of the Scope of Work at a reasonable cost.

6. Investigation Consultant.

(a) The Parties have engaged Environmental Alliance, Inc. as their Environmental Investigation Consultant (“Consultant”).

(b) The Consultant shall provide each party with a copy of its invoice. Each Party shall be responsible for fifty percent (50%) of any approved invoices. Following the DRBA's receipt of the Consultant's invoice, the DRBA shall issue an invoice to the County for one-half of the Consultant's invoice. Each Party agrees to promptly review and approve the Consultant's invoices, such approval not to be unreasonably withheld. In the event an invoice is not approved by the County, the County shall provide a written statement to the DRBA with the reasons for such disapproval at least five (5) business days before the due date of such invoice. Following invoice approval, the County shall pay one-half of the Consultant's invoiced amount to the DRBA (*i.e.*, 100% of the amount of the DRBA's invoice) at least three (3) business days prior to the due date of the invoice. The DRBA is not required to pay an approved invoice until it receives the County's payment of its portion of the invoiced amount. In the event the County fails to approve or challenge an invoice or fails to pay any approved invoiced amounts to the DRBA and thereby causes the DRBA to incur late fees or charges under the contract with the Consultant, the County shall reimburse the DRBA for such fees or charges. In the event that the DRBA receives the County's payment of its portion of the invoiced amount at least three (3) business days prior to the due date of an invoice, but the DRBA fails to make timely payment of the invoice and, thereby, incurs late fees or charges under the contract between the DRBA and the Consultant, the DRBA shall be solely responsible for all of such fees or charges.

7. No Admission of Liability. By entering into this Agreement, neither Party admits to any fact, fault or liability under any statute, regulation or common law for conditions which existed before, during or after execution of this Agreement.

8. Acquisition Agreement. Each Party hereby agrees that it shall not seek indemnification pursuant to any provision of the Acquisition Agreement for reimbursement of all

or any part of its portion of the Remedial Investigation Costs contemplated in this Agreement. **The Parties agree that other than with respect to the Remedial Investigation Costs contemplated in this Agreement, neither party is waiving, altering or modifying any other right or provision in the Acquisition Agreement or the Ground Lease.**

9. Right to Contribution. Each Party hereby waives any right it may have to seek contribution pursuant to Section 9105(d) of HSCA, or under any similar federal or state statute or under any common law claims or theories, against the other Party for reimbursement of all of any part of its portion of the Remedial Investigation Costs.

10. Contribution From Third Parties. In the event either Party recovers any of the Remedial Investigation Costs addressed herein, from any other PRP, any amounts recovered (after taking into account the costs reasonably expended by such Party for recovery) shall be split equally between the Parties.

11. Dispute Resolution. If a dispute arises under this Agreement, the Parties shall first seek to settle the matter through direct negotiations. At any time, either Party may provide the other party a written notice of a dispute (“Dispute Notice”). The Dispute Notice shall provide a reasonable identification of the disputed matter and set forth the disputed dollar amount (if reasonably susceptible to calculation or estimation) and the sending party’s position on the matter. The Parties shall have 30 days after a Party receives a Dispute Notice to resolve the matter (“Negotiation Deadline”). Any time after the Negotiation Deadline, either Party may provide written notice to the other Party of its intent to mediate the dispute (“Mediation Notice”) and thereafter the Parties shall work in good faith to select a mutually agreeable mediator. If the dispute has not been resolved by mediation within sixty (60) calendar days after either Party’s receipt of a Mediation Notice (the “Mediation Deadline”), then either Party may file litigation to

resolve the dispute. There shall be no litigation commenced prior to the Mediation Deadline, unless the dispute is of the nature that such delay would cause an irreparable damage to the aggrieved party. Each Party agrees that any legal action between the parties relating to the entry into or performance of this Agreement, or the interpretation or enforcement of the terms hereof or thereof, shall exclusively be brought either in a State court located in New Castle County, Delaware or in the United States District Court for the District of Delaware.

12. Notices. Any notices or other communications required or permitted by this Agreement shall be in writing and shall be delivered either by personal delivery, by recognized overnight courier service, by facsimile or other electronic means, or by first class mail as follows:

If to the DRBA, to:

Delaware River and Bay Authority
New Castle Avenue and Delaware
Memorial Bridge
P.O. Box 71
New Castle, DE 19720
Attention: Executive Director

with a copy to:

Morris, Nichols, Arsht & Tunnell LLP
1201 N. Market Street
P.O. Box 1347
Wilmington, DE 19899-1347
Attention: R.J. Scaggs, Esquire

If to the County, to:

New Castle County Executive Office
New Castle County Government Center
87 Reads Way
New Castle, DE 19720
Attention: County Executive

with a copy to:

New Castle County
 Department of Public Works
 William J. Conner Building
 187-A Old Churchmans Road
 New Castle, DE 19720
 Attention: General Manager

or to such other address as either Party shall have previously designated to the other by written notice given in the manner set forth above. Notices shall be deemed given two (2) days after being sent, if sent by overnight courier; when delivered and receipted for, if hand delivered; or when received, if sent by facsimile or other electronic means or by first class mail.

13. Counterparts. This Agreement may be executed in two, duplicate counterparts, which taken together shall constitute one single agreement between the Parties hereto.

14. Successors and Assigns. It is agreed that the provisions, covenants and conditions of this Agreement shall bind and inure to the benefit of the legal representatives, successors and assigns of the respective parties hereto and may not be changed or terminated except by written instrument signed by both Parties.

15. Entire Agreement. This Agreement, including all attachments hereto, each of which is incorporated herein for all purposes, constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof, and there are no representations, understandings or agreements relative hereto that are not fully expressed herein.

16. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of laws.

17. Severability. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

18. Waiver. No change, waiver or discharge hereof shall be valid unless in writing and signed by an authorized representative of the Party against which such change, waiver or discharge is sought to be enforced. No delay or omission by either Party hereto to exercise any right or power hereunder shall impair such right or power or be construed to be a waiver thereof. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to, and not in lieu of, any other remedies available to either party at law, in equity or otherwise.

19. No Third Party Rights. Nothing in this Agreement shall be construed to give any person or entity other than the Parties hereto any legal or equitable right, remedy or claim under this Agreement, and this Agreement shall be for the sole and exclusive benefit of the Parties hereto, their successors and permitted assigns.

20. Confidentiality. To the extent not prohibited by 29 *Del. C.* §§ 10001-10007 and the DRBA Freedom of Information Regulations (adopted on April 17, 1990, as modified by Resolutions 00-03, 04-05 and 15-19 and as may be further modified from time to time), the Parties agree that the terms of this Agreement shall be kept confidential.

21. Paragraph Headings. The paragraph headings contained herein are for convenience in reference only and are not intended to define or limit the scope of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

DELAWARE RIVER AND BAY AUTHORITY

Witness

By: _____ (SEAL)
James N. Hogan,
Chairman

Witness

By: _____ (SEAL)
Samuel E. Lathem,
Vice Chairman

Witness

By: _____ (SEAL)
Thomas J. Cook,
Executive Director

NEW CASTLE COUNTY

Witness

By: _____ (SEAL)
Matthew S. Meyer
County Executive

15679761.2

EXHIBIT A**DNREC MAY 27, 2014 LETTER TO THE COUNTY**

STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES
& ENVIRONMENTAL CONTROL
DIVISION OF WASTE AND HAZARDOUS SUBSTANCES
391 LUKENS DRIVE
NEW CASTLE, DELAWARE 19720-2774

SITE INVESTIGATION &
RESTORATION SECTION

TELEPHONE: (302) 395 - 2600
FAX NO.: (302) 395 - 2601

May 27, 2014

Mr. Mike Harris
Environmental Compliance Manager
New Castle County
187A Old Churchmans Road
New Castle, DE 19720

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
7011 2970 0000 4568 6329

RE: New Castle County Airport Site (DE-0357)

Dear Mr. Harris:

The purpose of this letter is to notify New Castle County of its liability, pursuant to Section 9105 of the Delaware Hazardous Substance Cleanup Act, 7 Del. C., Chapter 91 (HSCA), with respect to the New Castle County Airport Site (the "Site"), located at 151 North Dupont Highway in New Castle, and identified by New Castle County as tax parcel number 1001800006. As an owner of the Site, New Castle County is a potentially responsible party (PRP) as defined in Section 9103(16) of HSCA.

The Delaware Department of Natural Resources and Environmental Control (DNREC) has documented the release or threatened release of hazardous substances, pollutants, or contaminants at the above-referenced Site. DNREC believes that further action is required under HSCA. The basis of the Department's position includes, but is not limited to, the presence of hazardous substances, including polynuclear aromatic hydrocarbons (PAHs) in soil and volatile organic compounds (VOCs) in groundwater at the Site.

Section 9109 of HSCA grants the Secretary of DNREC power to require PRPs to undertake response actions. However, DNREC encourages PRPs to enter into voluntary agreements to provide appropriate responses to prevent threats to public health and welfare or the environment.

In July 1995, the Department amended HSCA and established a Voluntary Cleanup Program (VCP) to address sites which satisfy the "Site Eligibility Requirement" as outlined in the document entitled "An Introduction to Delaware's Voluntary Cleanup and Brownfield Programs" (March 1998). The VCP approach allows a remedy, as defined in the Regulations, to be performed under the authority of 7 Del. C., Chapter 91, under a streamlined agreement. The New Castle County Airport Site is one such site that would qualify to perform a remedy under the VCP. The VCP allows for an expedited cleanup process with reduced transaction costs.

Delaware's good nature depends on you !

Printed on
Recycled Paper

Mr. Mike Harris
May 27, 2014
Page 2 of 2

More information about the VCP is available at
http://www.dnrec.delaware.gov/dwhs/SIRB/Pages/Voluntary_Cleanup_Program.aspx

Please review the enclosed VCP application carefully and contact the Department with any questions. If you wish to participate in the VCP, please respond with a willingness to proceed **within thirty (30) days of your receipt of this notice letter**. Meetings will take place at the DNREC office at 391 Lukens Drive in New Castle, Delaware.

If we do not hear back from you within this timeframe, DNREC intends to take any enforcement action under applicable law to require that a remedy be performed at the Site. This will include scheduling a hearing to issue a Secretary's Order to require New Castle County to implement a remedy at the Site.

If you have any questions pertaining to this letter or the provisions of HSCA, please contact Stephanie Scholl of my staff or me at (302)395-2600.

Sincerely,



Timothy Ratsep
Environmental Program Administrator

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EML14100.doc
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Enclosures: VCP Application

pc: Qazi Salahuddin, Environmental Program Manager, DNREC-SIRS (w/o Enclosures)
Stephanie Scholl, Project Manager, DNREC-SIRS (w/o Enclosures)
Robert Phillips, Deputy Attorney General
Robert Newsome, Public Information Officer
Elizabeth LaSorte, Paralegal

EXHIBIT B**DNREC MAY 27, 2014 LETTER TO THE DRBA**

STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES
& ENVIRONMENTAL CONTROL
DIVISION OF WASTE AND HAZARDOUS SUBSTANCES
391 LUKENS DRIVE
NEW CASTLE, DELAWARE 19720-2774

SITE INVESTIGATION &
RESTORATION SECTION

TELEPHONE: (302) 395-2600
FAX NO.: (302) 395-2601

May 27, 2014

Robert Young
Environmental Manager
Delaware River and Bay Authority
P.O. Box 71
New Castle, DE 19720

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
7011 2970 0000 4568 6312

RE: New Castle County Airport Site (DE-0357)

Dear Mr. Young:

The purpose of this letter is to notify the Delaware River and Bay Authority of its liability, pursuant to Section 9105 of the Delaware Hazardous Substance Cleanup Act, 7 Del. C., Chapter 91 (HSCA), with respect to the New Castle County Airport Site (the "Site"), located at 151 North Dupont Highway in New Castle, and identified by New Castle County as tax parcel number 1001800006. As an operator of the Site, the Delaware River and Bay Authority is a potentially responsible party (PRP) as defined in Section 9103(16) of HSCA.

The Delaware Department of Natural Resources and Environmental Control (DNREC) has documented the release or threatened release of hazardous substances, pollutants, or contaminants at the above-referenced Site. DNREC believes that further action is required under HSCA. The basis of the Department's position includes, but is not limited to, the presence of hazardous substances, including polynuclear aromatic hydrocarbons (PAHs) in soil and volatile organic compounds (VOCs) in groundwater at the Site.

Section 9109 of HSCA grants the Secretary of DNREC power to require PRPs to undertake response actions. However, DNREC encourages PRPs to enter into voluntary agreements to provide appropriate responses to prevent threats to public health and welfare or the environment.

In July 1995, the Department amended HSCA and established a Voluntary Cleanup Program (VCP) to address sites which satisfy the "Site Eligibility Requirement" as outlined in the document entitled "An Introduction to Delaware's Voluntary Cleanup and Brownfield Programs" (March 1998). The VCP approach allows a remedy, as defined in the Regulations, to be performed under the authority of 7 Del. C., Chapter 91, under a streamlined agreement. The New Castle County Airport Site is one such site that would qualify to perform a remedy under the VCP. The VCP allows for an expedited cleanup process with reduced transaction costs.

Delaware's good nature depends on you !

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Mr. Robert Young
May 27, 2014
Page 2 of 2

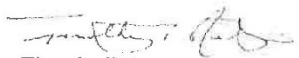
More information about the VCP is available at
http://www.dnrec.delaware.gov/dwhs/SIRB/Pages/Voluntary_Cleanup_Program.aspx

Please review the enclosed VCP application carefully and contact the Department with any questions. If you wish to participate in the VCP, please respond with a willingness to proceed **within thirty (30) days of your receipt of this notice letter**. Meetings will take place at the DNREC office at 391 Lukens Drive in New Castle, Delaware.

If we do not hear back from you within this timeframe, DNREC intends to take any enforcement action under applicable law to require that a remedy be performed at the Site. This will include scheduling a hearing to issue a Secretary's Order to require the Delaware River and Bay Authority to implement a remedy at the Site.

If you have any questions pertaining to this letter or the provisions of HSCA, please contact Stephanie Scholl of my staff or me at (302)395-2600.

Sincerely,



Timothy Ratsep
Environmental Program Administrator

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EML14101.doc
DE 0357 II H 3

Enclosures: VCP Application

pc: Qazi Salahuddin, Environmental Program Manager, DNREC-SIRS (w/o Enclosures)
Stephanie Scholl, Project Manager, DNREC-SIRS (w/o Enclosures)
Robert Phillips, Deputy Attorney General
Robert Newsome, Public Information Officer
Elizabeth LaSorte, Paralegal

Introduced by: Ms. Kilpatrick,
Mr. Sheldon
Date of introduction: June 14, 2022

RESOLUTION NO. 22-122

**TO AMEND NEW CASTLE COUNTY COUNCIL
EMPLOYEE HANDBOOK CHAPTER 7 (“LEAVES OF ABSENCE”)
RELATING TO LEAVES OF ABSENCE**

WHEREAS, from time to time, it becomes necessary for New Castle County Council to update the New Castle County Council Employee Handbook (the “Employee Handbook”) to modernize its policies and/or to make its policies generally consistent with New Castle County, as a whole; and

WHEREAS, County Council historically has incorporated by reference or by express adoption certain policies of the Administration reflected in the New Castle County Personnel Policy or elsewhere; and

WHEREAS, the New Castle County Personnel Policy contains two specific types of leave - - *Leave of absence without pay* and *Leave of absence to participate in political campaigns* - - which Council has not yet adopted by reference or expressly adopted in the Employee Handbook; and

WHEREAS, as a matter of fairness and equal treatment, County Council believes these two forms of leave should also be made available to County Council employees; and

WHEREAS, Policies and procedures in the Employee Handbook are subject to adoption and/or revision upon a majority vote of New Castle County Council.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby amends the New Castle County Council Employee Handbook, Chapter 7 by adding the material that is underscored as set forth on the attached Exhibit A.

Adopted by County Council of
New Castle County on:

President of County Council
of New Castle County

SYNOPSIS: Same as title.

FISCAL NOTE: There is no discernible fiscal impact with the adoption of this resolution.

Exhibit A

...

7.8. Leave of Absence without Pay

7.8.1 Objective. To further define and explain the method by which a Council employee requests a leave of absence without pay, the status of an employee as a result of this type of leave, and any other information pertinent to obtaining a leave of absence without pay.

7.8.2 Statement. A leave of absence without pay may include non-work related disability, military leave, and personal reasons. This leave may be granted for any period not exceeding one year, subject to extension by Council. The Family and Medical Leave Policy should be cross-referenced when reviewing and implementing this policy.

7.8.3 Procedure. Requests are to be submitted to the supervisory Council member and the Clerk. Requests must include the reasons for the request and the proposed beginning and ending dates for which an unpaid leave is desired. The Clerk in consultation with the supervisory Council member approves or disapproves requests for leave of thirty (30) calendar days or less. For leaves greater than thirty (30) calendar days, the Clerk in consultation with the supervisory Council member recommends approval or disapproval to the County Council which, in turn, approves or disapproves the leave request.

7.8.4 Benefit Status. For administrative purposes, an employee will not be placed in a non-active payroll status if the length of the unpaid leave is thirty (30) calendar days or less. For such short-term leaves, the payroll processor should mark the time entry report appropriately. All employee benefits will continue for these periods, except that the employee will not receive sick leave credit for any months in which the employee did not complete a full month of service.

For unpaid leaves in excess of thirty (30) calendar days, the employee will be placed on a non-active payroll status and benefits will be affected as follows:

1. Health Insurance. This benefit will terminate effective the first day of the month following the beginning of the leave, unless the leave begins on the first day of a month in which case coverage will cease immediately. Upon notification to the Pension and Benefits Section, coverage will be picked up on the first day of the next month following the employee's return to work. If the employee returns to work on the first day of the month, coverage will be picked up immediately. The employee may elect to continue health insurance coverage under the County group premium by making arrangements to pay for this coverage through the Pension and Benefits Section.
2. Life Insurance. This benefit will terminate immediately when the unpaid leave begins and will resume on the day the employee returns to work.
3. Pension. The employee will not accrue service credit for pension benefits during the period of unpaid leave.

4. Adjusted Pension Service Date. For participants in plans administered by New Castle County, upon return from leave, the pension service date will be adjusted, as necessary, to reflect the length of the leave.
 5. Sick Leave. Sick leave will not accumulate during the period of the unpaid leave.
 6. Vacation Credit. The employee will not be credited for vacation vesting purposes for those months, or parts thereof, that the employee is on an unpaid leave of absence.
 7. Vacation Service Date. Upon an employee's return from an unpaid leave, the employee's vacation service date will be adjusted to reflect the length of the employee's absence on unpaid leave.
 8. Anniversary Date. Upon an employee's return from an unpaid leave, the employee's anniversary date will be adjusted forward by the exact number of days equal to the length of the unpaid leave.
 9. Performance Review Date. Upon an employee's return from an unpaid leave of absence, the employee's performance review date will be changed to a date exactly four (4) months prior to the new anniversary date. Any performance evaluation which may be due at the time of the employee's return to work, or shortly thereafter, shall be delayed for thirty (30) days after the employee returns to work. Likewise, any merit increase scheduled shortly after an employee returns to work shall be delayed until receipt of a satisfactory evaluation. If the evaluation is satisfactory, the merit increase is delayed to the date of the evaluation.
 10. Holiday Pay. Employees on unpaid leave shall not receive holiday pay while on an unpaid leave of absence. If the first day of an unpaid leave follows a holiday, or if the last day of the unpaid leave precedes a holiday, the payment for the holiday, preceding or following an unpaid leave, will be at the discretion of the supervisory Council member in consultation with the Clerk.
- 7.8.5 Early Return from Leave. Should an employee who is on an unpaid leave desire to return to work sooner than previously scheduled, the employee must request in writing to return to work no less than three (3) weeks prior to the revised date of return. The supervisory Council member in consultation with the Clerk, who may consult with the Office of Human Resources, will consider the request and will determine whether the employee's early return is appropriate to the needs of the Council. The Clerk will advise the employee whether the request has been approved.
- 7.8.6 Extending a Leave. Should an employee who is on an unpaid leave desire to extend the length of the unpaid leave, in any case no longer than one (1) year in total unless otherwise approved by Council, the employee must make this request no less than three (3) weeks prior to the original date scheduled for return to work. The request must be submitted to the supervisory Council member and the Clerk, who may consult with the Office of Human Resources, and the request must be approved by the Council. The Clerk will advise the employee whether the request has been approved.

7.8.7 The Clerk shall notify the Office of Human Resources of the date of the employee's return to work. The Office of Human Resources will adjust the employee's anniversary date, performance review date, vacation service date, and pension service date. The Office of Human Resources will notify the employee, in writing, of the changes to the affected dates. The employee will not receive credit for sick or for vacation vesting purposes for any months, or portions of months, that the employee was on an unpaid leave.

7.8.8 At the time of the vacation vesting update, the Clerk in collaboration with the Office of Human Resources will notify the employee of the number of days of vacation for which the employee is eligible, if the vacation is less than what would have been received had the employee not been on a leave of absence. It is the responsibility of the employee to report to the Pension and Benefits Section to reactivate any benefit coverage which may have terminated when the leave of absence commenced.

7.9. *Leave of Absence to Participate in Political Campaigns*

7.9.1 *Objective.* To further define and explain the method by which an employee requests a leave of absence to participate in a political campaign, the status of employee benefits as a result of this leave, and any other information pertinent to this type of leave.

7.9.2 *Statement.* An unpaid leave of absence may be granted to an employee for the purpose of participating in a political campaign during election years. Such leave shall not exceed three (3) months biennially.

7.9.3. *Procedure.* An employee who desires to take an unpaid leave of absence for the purpose of participating in a political campaign shall submit a request in writing to their supervisory Council member and the Clerk. The request must set forth the proposed dates that the leave is to commence and the date that the employee is expected to return. The employee's supervisory Council member and the Clerk will determine whether the employee's absence would adversely affect the operation of the Council.

The Clerk in consultation with the supervisory Council member will then recommend approval or disapproval to the County Council which, in turn, approves or disapproves the leave request. The Clerk will notify the employee in writing of Council's decision. Any letter approving such leave shall indicate the beginning date of the unpaid leave and the date the employee is expected to return to work. A copy of the letter, as well as a change notice requesting that the employee be placed on non-pay status, must be forwarded to the Office of Human Resources. The change notice form may be omitted for leaves of thirty (30) calendar days or less.

7.9.4. *Benefit Status.* For administrative purposes, an employee will not be placed in a non-active payroll status if the length of the unpaid leave is thirty (30) calendars days or less. For such short-term leaves, the payroll processor should mark the time entry reports as "Leave of Absence without Pay - Other." All employee benefits will continue for these periods, except that sick leave will not accumulate for any months in which the employee did not work the entire month.

7.9.5. For unpaid leaves in excess of thirty (30) calendar days, the employee will be placed on non-active payroll status and benefits will be affected as follows:

1. *Health Insurance.* This benefit will terminate effective the first day of the month following the beginning of the leave unless the leave begins on the first day of a month in which case coverage will cease immediately. Upon notification to the Pension and Benefits Section, coverage will be picked up on the first day of the next month following the employee's return to work. If the employee returns to work on the first working day of the month, coverage will be picked up immediately. The employee may elect to continue health insurance coverage under the County group premium during the unpaid leave by making arrangements to pay for this coverage through the Pension and Benefits Section.
2. *Life Insurance.* This benefit will terminate immediately when the unpaid leave begins and will resume on the day the employee returns to work.
3. *Pension.* The employee will not accrue service credit for pension benefits during the period of the unpaid leave.
4. *Adjusted Pension Service Date.* Upon return from leave, the pension service date will be adjusted to reflect the length of the leave.
5. *Sick Leave.* Sick leave will not accumulate during the period of the unpaid leave.
6. *Vacation Credit.* The employee will not be credited for vacation vesting purposes for those months, or parts thereof, that the employee is on an unpaid leave of absence.
7. *Vacation Service Date.* Upon an employee's return from unpaid leave, the employee's vacation service date will be adjusted to reflect the length of the employee's absence on unpaid leave.
8. *Anniversary Date.* Upon an employee's return from an unpaid leave of absence, the employee's anniversary date will be adjusted forward to the exact number of days equal to the length of the unpaid leave.
9. *Performance Review Date.* Upon an employee's return from an unpaid leave of absence, the employee's performance review date will be adjusted to a date exactly four months prior to the new anniversary date.
10. *Holiday Pay.* Employees on unpaid leave shall not receive holiday pay while on unpaid leave of absence. If the first day of an unpaid leave follows a holiday, or if the last day of the unpaid leave precedes a holiday, the payment for the holiday, preceding or following an unpaid leave, will be at the discretion of the employee's supervisory Council member in consultation with the Clerk.

...

ORDINANCE NO. 22-066

TO AMEND THE PAY PLAN AND RATES OF PAY FOR CLASSIFIED SERVICE MANAGERS AND ADMINISTRATORS, REPRESENTED BY THE DELAWARE PUBLIC EMPLOYEES COUNCIL 81, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), AFL-CIO, AFFILIATE LOCAL 3109, TO REVISE THE POSITION TITLE OF TREASURY OPERATIONS SUPERVISOR TO FINANCE OPERATIONS SUPERVISOR AND TO ADOPT THE REVISED CLASS SPECIFICATION

WHEREAS, *New Castle County Code*, Section 26.03.105 (F), requires that any change in a position description for a position in either the classified or unclassified service at a pay grade of 28 or above be submitted to the County Council for its approval before the change may take effect; and

WHEREAS, the Department of Administration recommends that the job title for Treasury Operations Supervisor be changed to Finance Operations Supervisor to better describe the classification; and

WHEREAS, the Department also recommends that the class specification for Finance Operations Supervisor be updated to include a more focused description of responsibilities in responsible financial work and supervision of the operation of finance activities within the Office of Finance; and

WHEREAS, the job title for the position of Treasury Operations Supervisor (Pay Grade 29) must also be changed to Finance Operations Supervisor (Pay Grade 29) on the Pay Plan and Rates of Pay for Classified Service Managers and Administrators represented by the Delaware Public Employees Council 81, AFSCME, AFL-CIO, Affiliate Local 3109; and

WHEREAS, the Chief Human Resources Officer concurs with the recommendation of the Department.

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. The revised Class Specification for Finance Operations Supervisor is adopted as set forth in Exhibit "A."

Section 2. The Pay Plan and Rates of Pay for Classified Service Managers and Administrators represented by the Delaware Public Employees Council 81, AFSCME, AFL-CIO, Affiliate Local 3109, for the period January 1, 2021 through June 30, 2022 as set forth in Exhibit "B," is hereby amended by adding the material that is underscored and deleting the material that is stricken.

Section 3. The Pay Plan and Rates of Pay for Classified Service Managers and Administrators represented by the Delaware Public Employees Council 81, AFSCME, AFL-CIO, Affiliate Local 3109, for the period July 1, 2022 through December 31, 2022 as set forth in Exhibit "C," is hereby amended by adding the material that is underscored and deleting the material that is stricken.

Section 4. The Pay Plan and Rates of Pay for Classified Service Managers and Administrators represented by the Delaware Public Employees Council 81, AFSCME, AFL-CIO, Affiliate Local 3109, effective January 1, 2023 as set forth in Exhibit “D,” is hereby amended by adding the material that is underscored and deleting the material that is stricken.

Section 5. This Ordinance shall become effective immediately upon its adoption by County Council and approval by the County Executive, or as otherwise provided in 9 *Del. C.* § 1156.

Adopted by County Council of
New Castle County on:

President of County Council
of New Castle County

Approved on:

County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, revises the position title of Treasury Operations Supervisor (Pay Grade 29) to Finance Operations Supervisor (Pay Grade 29) on the Pay Plan and Rates of Pay for Classified Service Managers and Administrators represented by the Delaware Public Employees Council 81, AFSCME, AFL-CIO, Affiliate Local 3109 and adopts the revised class specification.

FISCAL IMPACT: There will be no discernable fiscal impact upon the adoption of this Ordinance as it only revises the position title and updates the class specification while the pay range remains unchanged.

NEW CASTLE COUNTY GOVERNMENT

CLASS SPECIFICATION

Number 0267

Page 1 of 2

Date ~~11/01/97~~ DRAFT

Title: ~~TREASURY FINANCE~~ OPERATIONS SUPERVISOR

Approved:

GENERAL STATEMENT OF DUTIES: Performs responsible financial work and supervises the operation of ~~treasuryfinance~~ activities within the ~~Office of Finance Division~~; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: An employee in this class supervises the daily operation of ~~treasuryfinance~~ activities and provides ~~financial~~ expertise relative to ~~thise~~ respective area of responsibility-function. Primary areas of responsibility encompass accounts payable, treasury operations or cash management including financial analyses operations, account maintenance and account reconciliation and the collection, management and investment of cash. billings, collections and financial analyses. This employee is responsible for the supervision of ~~treasury operations~~ activities related to their respective areas and exercises independent judgement. The work is performed under the administrative direction and supervision of the ~~Treasury Managera~~ high-level finance manager.

EXAMPLES OF WORK: (Illustrative Only)

- Implements and ensures compliance of policies and procedures for ~~treasuryfinance~~ operations;
- Supervises the accounts payable, treasury or cash management sectiona;
- Coordinates the preparation and mailing of bills and the collection of receivables, such as taxes and sewer fees;
- Coordinates and oversees the maintenance and reconciliation of tax and sewer accounts, including all payment activities, billing and collections;
- Coordinates and oversees the maintenance and reconciliation of cash accounts;:-
- -Performs cash forecasting to ensure sufficient working capital and timely capital funding.:-
- Ensures revenue is recorded timely and accurately;:-
- Develops and maintains relationships with banking service providers, investment managers and other service providers;
- Ensures that vendors are paid timely and payments are recorded accurately;
- Prepares timely financial analyses for the division, department and County;
- Supervises the customer account maintenance operations and customer service unit;
- Assists in special projects as assigned by ~~the Treasury Managera~~ high-level finance manager;
- Assists in the cash management functions as assigned by the Treasury Manager;

NEW CASTLE COUNTY GOVERNMENT

Number 0267

CLASS SPECIFICATION

Page 2 of 2

Date ~~11/01/97~~ DRAFT

Title: TREASURY OPERATIONS SUPERVISOR

Approved:

- ~~Prepares reports as required;~~
- Assigns and reviews work, provides training, evaluates and supervises personnel in the finance section assigned ~~Treasury Section~~;
- Provides support and collaborates with all County departments and row offices;
- Promotes an ongoing attitude of dedication to excellent public service and ensures that internal and external customers are provided with the highest quality of service;
- Operates a data processing terminal, personal computer and other related equipment in the course of the work.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES: Extensive knowledge of accounting, treasury and cash management, including billing processes, and collection procedures and; ~~good knowledge of~~ banking procedures; demonstrated ability to coordinate operational functions and supervise related personnel; thorough knowledge of financial reporting, financial techniques and ability to apply these

skills to various financial activities and reports; ability to communicate courteously and effectively, both verbally and in writing; ability to pass a Class III County physical examination.

ACCEPTABLE EXPERIENCE AND TRAINING: At least five years supervisory experience within a financial operation and possession of a ~~Bachelor's~~ Bachelor's Degree from an accredited college or university with major course work in accounting, financial management or related field; or any equivalent combination of experience and training which provides the required knowledge, skills and abilities.

HISTORY OF REVISIONS:

Established: 11/01/97

Revised DRAFT

EXHIBIT B
PAY PLANS AND RATES OF PAY FOR
CLASSIFIED SERVICE MANAGERS AND ADMINISTRATORS REPRESENTED BY LOCAL 3109

CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10
EMERGENCY SERVICES ADMINISTRATOR	25	51,048	53,600	56,280	59,094	62,050	65,151	68,411	71,831	75,423	79,193
RECREATION SUPERVISOR	25										
MAPPING SUPPORT SUPERVISOR	26	53,600	56,280	59,094	62,050	65,151	68,411	71,831	75,423	79,193	83,152
ACCOUNTANT III	28	59,094	62,050	65,151	68,411	71,831	75,423	79,193	83,152	87,310	91,676
LIBRARIAN II	28										
PROPERTY ASSESSMENT SERVICES ADMINISTRATOR	28										
TREASURY OPERATIONS SUPERVISOR	29	62,050	65,151	68,411	71,831	75,423	79,193	83,152	87,310	91,676	96,260
FINANCE OPERATIONS SUPERVISOR											
ACCOUNTING AND FISCAL OFFICER	30	65,151	68,411	71,831	75,423	79,193	83,152	87,310	91,676	96,260	101,074
ASSISTANT PLANNING MANAGER	30										
CHIEF OF BUILDING OPERATIONS AND MAIN.	30										
CHIEF OF CONSTRUCTION SUPPORT	30										
COMP. AND PENSION SYSTEMS COORD.	30										
EMERGENCY SERVICES ASSISTANT MANAGER	30										
FLEET SERVICES MANAGER	30										
INSPECTIONS MANAGER	30										
PROPERTY MANAGER	30										
EMERGENCY MEDICAL SERVICES CAPTAIN	32	71,831	75,423	79,193	83,152	87,310	91,676	96,260	101,074	106,128	111,434
ASSISTANT COUNTY ENGINEER	34	79,193	83,152	87,310	91,676	96,260	101,074	106,128	111,434	117,005	122,855
EMERGENCY MEDICAL SERVICES ASST. CHIEF	34										

Effective: 01/01/2021 - 06/30/2022 (Ordinance 21-095)

**Effective January 1, 2021, employees covered by this Agreement shall be provided a one-time cash payment of \$500.00*

Revised: xx/xx/xxxx (Ordinance 22-xxx)

EXHIBIT C
PAY PLANS AND RATES OF PAY FOR
CLASSIFIED SERVICE MANAGERS AND ADMINISTRATORS REPRESENTED BY LOCAL 3109

CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10
EMERGENCY SERVICES ADMINISTRATOR	25	51,558	54,136	56,843	59,685	62,671	65,803	69,095	72,549	76,177	79,985
RECREATION SUPERVISOR	25										
MAPPING SUPPORT SUPERVISOR	26	54,136	56,843	59,685	62,671	65,803	69,095	72,549	76,177	79,985	83,984
ACCOUNTANT III	28	59,685	62,671	65,803	69,095	72,549	76,177	79,985	83,984	88,183	92,593
LIBRARIAN II	28										
PROPERTY ASSESSMENT SERVICES ADMINISTRATOR	28										
TREASURY OPERATIONS SUPERVISOR	29	62,671	65,803	69,095	72,549	76,177	79,985	83,984	88,183	92,593	97,223
FINANCE OPERATIONS SUPERVISOR											
ACCOUNTING AND FISCAL OFFICER	30	65,803	69,095	72,549	76,177	79,985	83,984	88,183	92,593	97,223	102,085
ASSISTANT PLANNING MANAGER	30										
CHIEF OF BUILDING OPERATIONS AND MAIN.	30										
CHIEF OF CONSTRUCTION SUPPORT	30										
COMP. AND PENSION SYSTEMS COORD.	30										
EMERGENCY SERVICES ASSISTANT MANAGER	30										
FLEET SERVICES MANAGER	30										
INSPECTIONS MANAGER	30										
PROPERTY MANAGER	30										
EMERGENCY MEDICAL SERVICES CAPTAIN	32	72,549	76,177	79,985	83,984	88,183	92,593	97,223	102,085	107,189	112,548
ASSISTANT COUNTY ENGINEER	34	79,985	83,984	88,183	92,593	97,223	102,085	107,189	112,548	118,175	124,084
EMERGENCY MEDICAL SERVICES ASST. CHIEF	34										

Effective: 07/01/2022 - 12/31/2022 (Ordinance 21-095)

Revised: xx/xx/xxxx (Ordinance 22-xxx)

EXHIBIT D
PAY PLANS AND RATES OF PAY FOR
CLASSIFIED SERVICE MANAGERS AND ADMINISTRATORS REPRESENTED BY LOCAL 3109

CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10	11
EMERGENCY SERVICES ADMINISTRATOR	25	51,558	54,136	56,843	59,685	62,671	65,803	69,095	72,549	76,177	79,985	82,385
RECREATION SUPERVISOR	25											
MAPPING SUPPORT SUPERVISOR	26	54,136	56,843	59,685	62,671	65,803	69,095	72,549	76,177	79,985	83,984	86,504
ACCOUNTANT III	28	59,685	62,671	65,803	69,095	72,549	76,177	79,985	83,984	88,183	92,593	95,371
LIBRARIAN II	28											
PROPERTY ASSESSMENT SERVICES ADMINISTRATOR	28											
TREASURY OPERATIONS SUPERVISOR	29	62,671	65,803	69,095	72,549	76,177	79,985	83,984	88,183	92,593	97,223	100,140
FINANCE OPERATIONS SUPERVISOR												
ACCOUNTING AND FISCAL OFFICER	30	65,803	69,095	72,549	76,177	79,985	83,984	88,183	92,593	97,223	102,085	105,148
ASSISTANT PLANNING MANAGER	30											
CHIEF OF BUILDING OPERATIONS AND MAIN.	30											
CHIEF OF CONSTRUCTION SUPPORT	30											
COMP. AND PENSION SYSTEMS COORD.	30											
EMERGENCY SERVICES ASSISTANT MANAGER	30											
FLEET SERVICES MANAGER	30											
INSPECTIONS MANAGER	30											
PROPERTY MANAGER	30											
EMERGENCY MEDICAL SERVICES CAPTAIN	32	72,549	76,177	79,985	83,984	88,183	92,593	97,223	102,085	107,189	112,548	115,924
ASSISTANT COUNTY ENGINEER	34	79,985	83,984	88,183	92,593	97,223	102,085	107,189	112,548	118,175	124,084	127,807
EMERGENCY MEDICAL SERVICES ASST. CHIEF	34											

Effective: 01-01-2023 (Ordinance 21-095)

***Effective January 1, 2023, New Step 11 (3% above Step 10)**

Revised: xx/xx/xxxx (Ordinance 22-xxx)

ORDINANCE NO. 22-067

**AMEND THE GRANTS BUDGET:
APPROPRIATE FUNDING FROM NEW CASTLE COUNTY COUNCIL FY2022 APPROVED
OPERATING BUDGET TO THE 2022 NEW CASTLE COUNTY YOUTH EMPLOYMENT
GRANT, WHICH IS ADMINISTERED BY THE DEPARTMENT OF COMMUNITY
SERVICES, DIVISION OF COMMUNITY RESOURCES**

WHEREAS, New Castle County Council anticipates funds from the State of Delaware Department of Labor – Delaware Workforce Investment Board to fund the 2022 New Castle County Summer Youth Employment Grants; and

WHEREAS, the New Castle County Youth Employment Program provides employment experiences for youths between the ages of 14 and 20 that will promote responsibility, teamwork, and a work ethic; and

WHEREAS, New Castle County Council has previously contributed \$100,000 to the 2022 New Castle County Youth Employment Grant via Ordinance 22-041; and

WHEREAS, New Castle County Council has determined that there will be unspent funding available in the Grants and Fixed Charges Budget Line Item at the end of FY2022; and

WHEREAS, New Castle County Council wishes to provide \$10,000 to the 2022 New Castle County Youth Employment Grant from their Grants and Fixed Charges Budget Line Item within the FY2022 Approved Operating Budget; and

WHEREAS, the revenue measures heretofore adopted by the County Council are, in the opinion of the County Executive, estimated to yield sums at least sufficient to balance the proposed expenditures as set forth in the Annual Operating Budget as hereinafter amended.

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. The Grants Budget as adopted by Ordinance No. 75-173 is hereby amended by adding the material on the attached Exhibit “A,” which shall be considered underscored in its entirety.

Section 2. This Ordinance shall become effective immediately upon its adoption by County Council and approval by the County Executive, or as otherwise provided by 9 *Del. C.* § 1156.

Section 3. The provisions of this Ordinance shall be effective June 13, 2022.

Adopted by County Council of
New Castle County on:

President of County Council
of New Castle County

Approved on:

County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, will appropriate \$10,000 from the County Council – Grants and Fixed Charges Budget Line Item within the FY2022 Approved Operating Budget to the 2022 New Castle County Youth Employment Grant. **Ordinance No. 22-069 must be passed by County Council to complete this transaction.**

The New Castle County Youth Employment Program provides employment experiences for youths between the ages of 14 and 20 that will promote responsibility, teamwork, and a work ethic.

FISCAL NOTE: This Ordinance, if approved, will amend the Grants Budget by appropriating \$10,000 in funding to the 2022 New Castle County Youth Employment Program Grant, which is administered by the Department of Community Services, Division of Community Resources. Funding for this program will be provided from the County Council – Grants and Fixed Charges Budget Line Item within the FY2022 Approved Operating Budget.

The fiscal impact of this Ordinance, if approved, will be an increase in the authorized spending authority of the Grants Budget by \$10,000. This increase will affect FY2022 and FY2023, since the targeted program completion date for this grant is June 9, 2023. There is no discernible fiscal impact on the current operating budget.

DEPARTMENT: Community Services

EXHIBIT: “A”

PROGRAM TITLE: 2022 New Castle County Youth Employment Grant

Ordinance No. 22-067

County:

~~[\$100,000.00]~~ \$110,000.00

Object Level	Federal		State		County		Total	
	<i>Initial</i>	<i>Revised</i>	<i>Initial</i>	<i>Revised</i>	<i>Initial</i>	<i>Revised</i>	<i>Initial</i>	<i>Revised</i>
50-Salaries and Wages					[89,407.00]	<u>98,348.00</u>	[89,407.00]	<u>98,348.00</u>
51-Employee Benefits					[10,593.00]	<u>11,652.00</u>	[10,593.00]	<u>11,652.00</u>
52-Training/Civic Affairs								
53-Communication/Utilities								
54-Materials/Supplies								
55-Contractual Services								
56-Equipment Replacement								
57-Fixed Charges								
58-Land and Structures								
59-Contingencies								
Total:					[100,000.00]	<u>110,000.00</u>	[100,000.00]	<u>110,000.00</u>

Supplemental Information

Estimated Program Initiation: 06/13/2022

Estimated Program Completion: 06/09/2023

The Local Match:

Found in:

Code #

Ordinance Passed: 22-041

Date Revised: 05/09/2022

PROGRAM DESCRIPTION:

The New Castle County Youth Employment Program provides employment experiences for youths between the ages of 14 and 20 that will promote responsibility, teamwork, and a work ethic.

~~[4/12/2022]~~ 5/24/2022

Introduced by: Mr. Smiley
Date of introduction: May 24, 2022

ORDINANCE NO. 22-068

**AMEND THE GRANTS BUDGET:
APPROPRIATE FUNDING FROM THE NEW CASTLE COUNTY COUNCIL FY2022 APPROVED
OPERATING BUDGET TO THE SENIOR HOME REPAIR PROGRAM GRANT, WHICH IS
ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES**

WHEREAS, the Senior Home Repair Program Grant is designed to provide minor housing repair assistance to eligible senior homeowners age 60 and older with a maximum grant amount of \$2,500.00; and

WHEREAS, the home must be located in New Castle County, outside the boundaries of Wilmington and Newark; and

WHEREAS, there are currently over 115 seniors on the waiting list for this program; and

WHEREAS, New Castle County Council has determined that there will be unspent funding available in the Grants and Fixed Charges Budget Line Item at the end of FY2022; and

WHEREAS, New Castle County Council wishes to provide \$7,200 to the Senior Home Repair Program Grant from their Grants and Fixed Charges Budget Line Item within the FY2022 Approved Operating Budget; and

WHEREAS, Council has determined that the provisions of this Ordinance substantially advance, and are reasonably and rationally related to, legitimate government interests (i.e., promoting the health, safety, morals, convenience, order, prosperity and/or welfare of the present and future inhabitants of this State).

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. The Grants Budget as adopted by Ordinance No. 75-173 is hereby amended by adding the material underscored and deleting the material bracketed and stricken on the attached "Exhibit A."

Section 2. This Ordinance shall become effective immediately upon its adoption by County Council and approval by the County Executive, or as otherwise provided by 9 *Del. C.* § 1156.

Adopted by County Council of
New Castle County on:

President of County Council
of New Castle County

Approved on:

County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, will appropriate \$7,200 from the County Council – Grants and Fixed Charges Budget Line Item within the FY2022 Approved Operating Budget to the Senior Home Repair Program Grant. In order to complete this transaction, **Ordinance No. 22-069 must be passed by County Council to complete this transaction.**

The Senior Home Repair Program Grant is designed to provide minor housing repair assistance to eligible senior homeowners age 60 and older, who own and reside in their home as their primary residence, have assets under the asset limit and have homeowners insurance. The maximum grant amount is \$2,500. The home must be located in New Castle County, outside the boundaries of Wilmington and Newark. There are currently over 115 seniors on the waiting list for this program. Funding for the program is from the Community Development Block Grant Program.

FISCAL NOTE: This Ordinance, if approved, will amend the Grants Budget by appropriating \$7,200 in funding to the Senior Home Repair Program Grant, which is administered by the Department of Community Services. Partial funding for this program will be provided from the County Council – Grants and Fixed Charges Budget Line Item in the FY2022 Approved Operating Budget.

The fiscal impact of this Ordinance, if approved, will be an increase in the authorized spending authority of the Grants Budget by \$7,200. This increase will affect FY2022 and beyond since this program is ongoing, without an expiration date, until all funds have been expended.

EXHIBIT "A"**DEPARTMENT:** Community Services

Ordinance No. 22-068

County: [~~\$543,592.51~~] \$550,792.51**PROGRAM TITLE:** Senior Home Repair Program

Object Level	Federal		State		County		Total	
	<i>Initial</i>	<i>Revised</i>	<i>Initial</i>	<i>Revised</i>	<i>Initial</i>	<i>Revised</i>	<i>Initial</i>	<i>Revised</i>
11-Salaries and Wages								
15-Employee Benefits								
22-Training/Civic Affairs								
23-Communication/Utilities								
24-Materials/Supplies								
25-Contractual Services					60,205.50		60,205.50	
26-Equipment Replacement								
27-Fixed Charges					[483,387.01]	<u>490,587.01</u>	[483,387.01]	<u>490,587.01</u>
28-Land and Structures								
29-Contingencies								
Total:					[543,592.51]	<u>550,792.51</u>	[543,592.51]	<u>550,792.51</u>

Supplemental Information**Estimated Program Initiation:** 07/01/2012**Estimated Program Completion:** ongoing**The Local Match:****Found in:****Code #****Ordinance Passed:** 12-043, 18-072, 19-065, 20-060, 21-075, 21-106**Date Revised:** 04/24/2012, 07/16/2018, 07/03/2019, 06/09/2020, 06/16/2021, 09/30/2021**PROGRAM DESCRIPTION:**

The Senior Home Repair Program is designed to provide minor housing repair assistance to eligible senior homeowners age 60 and older, who own and reside in their home as their primary residence, have assets under the asset limit and have homeowners insurance. The maximum grant amount is \$2,500. The home must be located in New Castle County, outside the boundaries of Wilmington and Newark. There are currently over 115 seniors on the waiting list for this program. Funding for the program is from the Community Development Block Grant Program.

[~~05/25/2021~~] 05/24/2022

ORDINANCE NO. 22-069

**AMEND THE FY2022 APPROVED OPERATING BUDGET:
REDUCE THE GRANTS AND FIXED CHARGES BUDGET LINE ITEM OF COUNTY COUNCIL TO
PROVIDE FUNDING FOR NEW CASTLE COUNTY GRANTS**

WHEREAS, County Council has budgeted funding available in the Grants and Fixed Charges Budget Line Item; and

WHEREAS, New Castle County Council wishes to provide funding to the 2022 New Castle County Youth Employment Grant and the Senior Home Repair Program Grant; and

WHEREAS, the revenue measures heretofore adopted by the County Council are, in the opinion of the County Executive, estimated to yield sums at least sufficient to balance the proposed expenditures as set forth in the Annual Operating Budget as hereinafter amended.

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. The Annual Operating Budget Ordinance for the fiscal year beginning July 1, 2021, is hereby amended by deleting the material that is stricken and adding the material that is underscored on the attached Exhibit "A."

Section 2. The foregoing amendment shall be considered a part of the Annual Operating Budget for the fiscal year beginning July 1, 2021 and shall be effective as though incorporated initially in the Annual Operating Budget Ordinance.

Section 3. This Ordinance shall become effective immediately upon its adoption by County Council and approval by the County Executive, or as otherwise provided in 9 *Del. C.* § 1156.

Adopted by County Council of
New Castle County on:

President of County Council
of New Castle County

Approved on:

County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, will transfer \$17,200 from the County Council – Grants and Fixed Charges Budget Line Item within the FY2022 Approved Operating Budget and appropriate \$10,000 to the 2022 New Castle County Youth Employment Grant and \$7,200 to the Senior Home Repair Program Grant. **Ordinances No. 22-067 and No. 22-068 must first be passed by County Council in order to establish the grants.**

FISCAL NOTE: This Ordinance, if approved, will amend the FY2022 Approved Operating Budget by reducing the County Council – Grants and Fixed Charges Budget Line Item by \$17,200 and appropriating \$10,000 to the 2022 New Castle County Youth Employment Grant and \$7,200 to the Senior Home Repair Program Grant.

There will be no net fiscal impact if this Ordinance and its companion Ordinances are approved. The resulting effect will be the transfer of \$17,200 of FY2022 Approved Operating Budget spending authority to the Grants Budget. There is no fiscal impact beyond FY2022.

COUNTY COUNCIL

Salaries and Wages		\$	2,351,044
Benefits			1,389,280
Training and Civic Affairs			81,388
Communication and Utilities			21,207
Materials and Supplies			67,796
Contractual Services			229,087
Equipment			3,053
Grants and Fixed Charges	208,814		191,614
Operating Transfer Charges			131,393
Total	4,483,062	\$	<u>4,465,862</u>
Total Authorized Full-Time Positions	35		

COUNTY EXECUTIVE

Salaries and Wages		\$	1,555,025
Benefits			918,897
Training and Civic Affairs			31,904
Communication and Utilities			14,414
Materials and Supplies			22,236
Contractual Services			92,875
Equipment			1,000
Grants and Fixed Charges			318,000
Contingency			50,000
Operating Transfer Charges			67,467
Total		\$	<u>3,071,818</u>
Total Authorized Full-Time Positions	14		

DEPARTMENT OF ADMINISTRATION

Salaries and Wages		\$	11,613,854
Benefits			6,781,761
Training and Civic Affairs			127,219
Communication and Utilities			6,747,863
Materials and Supplies			137,747
Contractual Services			7,586,230
Equipment			294,456
Grants and Fixed Charges			5,374,000
Operating Transfer Charges			980,302
Operating Transfer Credits			(11,426,715)
Total		\$	<u>28,216,717</u>
Total Authorized Full-Time Positions	160		

DEPARTMENT OF PUBLIC WORKS

Salaries and Wages	\$	23,159,974
Benefits		13,601,440
Training and Civic Affairs		43,445
Communication and Utilities		24,736,338
Materials and Supplies		5,197,885
Contractual Services		10,559,482
Equipment		898,005
Grants and Fixed Charges		1,186,181
Land and Structures		35,000
Operating Transfer Charges		4,310,205
Operating Transfer Credits		(7,210,239)
Total	\$	76,517,716
Total Authorized Full-Time Positions		379

DEPARTMENT OF LAND USE

Salaries and Wages	\$	8,257,388
Benefits		4,874,987
Training and Civic Affairs		62,636
Communication and Utilities		115,035
Materials and Supplies		81,752
Contractual Services		1,531,701
Equipment		61,426
Grants and Fixed Charges		31,500
Operating Transfer Charges		1,042,168
Operating Transfer Credits		(584,268)
Total	\$	15,474,325
Total Authorized Full-Time Positions		117

DEPARTMENT OF COMMUNITY SERVICES

Salaries and Wages	\$	10,607,738
Benefits		5,029,231
Training and Civic Affairs		12,379
Communication and Utilities		998,541
Materials and Supplies		1,347,273
Contractual Services		2,211,043
Equipment		69,756
Grants and Fixed Charges		2,950,635
Operating Transfer Charges		1,197,133
Operating Transfer Credits		(182,000)
Total	\$	24,241,729
Total Authorized Full-Time Positions		161

DEPARTMENT OF PUBLIC SAFETY

Salaries and Wages	\$	61,481,964
Benefits		35,912,892
Training and Civic Affairs		136,754
Communication and Utilities		982,991
Materials and Supplies		1,194,167
Contractual Services		2,048,954
Equipment		1,100,430
Grants and Fixed Charges		6,199,561
Operating Transfer Charges		7,179,245
Total	\$	116,236,958
Total Authorized Full-Time Positions	710	

REGISTER IN CHANCERY

Salaries and Wages	\$	113,172
Benefits		66,876
Total	\$	180,048
Total Authorized Full-Time Positions	2	

REGISTER OF WILLS

Salaries and Wages	\$	1,092,229
Benefits		636,917
Training and Civic Affairs		35,150
Communication and Utilities		13,166
Materials and Supplies		7,064
Contractual Services		9,750
Equipment		7,873
Operating Transfer Charges		73,597
Total	\$	1,875,746
Total Authorized Full-Time Positions	19	

RECORDER OF DEEDS

Salaries and Wages	\$	1,266,779
Benefits		736,756
Training and Civic Affairs		43,170
Communication and Utilities		36,060
Materials and Supplies		12,898
Contractual Services		81,446
Equipment		37,257
Grants and Fixed Charges		15,000
Operating Transfer Charges		143,692
Total	\$	2,373,058
Total Authorized Full-Time Positions	24	

SHERIFF

Salaries and Wages	\$	1,245,732
Benefits		732,450
Training and Civic Affairs		29,452
Communication and Utilities		18,269
Materials and Supplies		20,684
Contractual Services		56,398
Equipment		5,000
Operating Transfer Charges		154,422
Total	\$	2,262,407
Total Authorized Full-Time Positions	21	

CLERK OF THE PEACE

Salaries and Wages	\$	455,861
Benefits		269,378
Training and Civic Affairs		14,130
Communication and Utilities		3,460
Materials and Supplies		5,424
Contractual Services		23,593
Operating Transfer Charges		29,928
Total	\$	801,774
Total Authorized Full-Time Positions	7	

DEBT SERVICE

Debt Service	\$	47,558,687
Total	\$	47,558,687
Total Authorized Full-Time Positions		

ETHICS COMMISSION

Salaries and Wages	\$	38,000
Benefits		4,503
Training and Civic Affairs		8,800
Communication and Utilities		2,665
Materials and Supplies		2,450
Contractual Services		271,291
Equipment		500
Operating Transfer Charges		6,332
Total	\$	334,541
Total Authorized Full-Time Positions	0	

COUNCIL CONTINGENCY

Contingency	\$	250,000
Total	\$	250,000
Total Authorized Full-Time Positions		

EXECUTIVE CONTINGENCY

Contingency	\$	125,000
Total	\$	125,000
Total Authorized Full-Time Positions		

PERSONNEL CONTINGENCY

Contingency	\$	455,000
Total	\$	455,000
Total Authorized Full-Time Positions		

ATTRITION CONTINGENCY

Personal Services - Salaries and Wages	\$	(4,776,189)
Personal Services - Employee Benefits	\$	(2,822,365)
Total	\$	(7,598,554)
Total Authorized Full-Time Positions		

ONE-TIME CONTINGENCY

Contingency	\$	128,481
Total	\$	128,481

NEW CASTLE COUNTY

Salaries and Wages		\$	118,462,571
Benefits			68,133,003
Training and Civic Affairs			626,427
Communication and Utilities			33,690,009
Materials and Supplies			8,097,376
Contractual Services			24,701,850
Equipment			2,478,756
Grants and Fixed Charges	16,283,691		<u>16,266,491</u>
Debt Service			47,558,687
Land and Structures			35,000
Contingency			1,008,481
Operating Transfer Charges			15,315,884
Operating Transfer Credits			(19,403,222)
<i>Sub-Total New Castle County</i>	<i><u>316,988,513</u></i>	\$	<u>316,971,313</u>
<i>Total Authorized Full-Time Positions</i>	<i>1,649</i>		

RESERVE ACCOUNTS AS OF APRIL 26, 2022

Tax Stabilization Reserve Account (Unaudited)	61,080,176
Sewer Rate Stabilization Reserve Account (Unaudited)	17,018,686
General Fund Budget Reserve Account	42,951,901
Sewer Fund Budget Reserve Account	18,319,788
<i>Total Reserves:</i>	<u>139,370,551</u>

ORDINANCE NO. 22-070

**AMEND THE FY2022 CAPITAL PROGRAM AND BUDGET: APPROPRIATE \$106,226
IN FUNDING RECEIVED FROM THE RECORDER OF DEEDS TECHNOLOGY FEE
ACCOUNT AND \$54,801 IN FUNDING RECEIVED FROM THE NEW CASTLE COUNTY
TECHNOLOGY FEE ACCOUNT WITHIN THE OFFICE OF THE RECORDER OF DEEDS
TO THE DEPARTMENT OF ADMINISTRATION, TECHNOLOGY ENHANCEMENTS 2022
CAPITAL PROJECT**

WHEREAS, this legislation will amend the FY2022 Capital Budget by appropriating \$106,226 in funds received from the Recorder of Deeds Technology Fee Account and \$54,801 in funds received from the New Castle County Technology Fee Account within the Office of the Recorder of Deeds to the Department of Administration, Technology Enhancements 2022 Capital Project; and

WHEREAS, funds in the amount of \$4,822 will be used by the Department of Administration, Division of Human Resources for website revitalization which will provide employees, potential employees and pensioners with a more intuitive/interactive employment/membership experience; and

WHEREAS, funds in the amount of \$14,900 will be used by the Department of Land Use, Division of Licensing for Selectron Atlas System Enhancement which will include location tracking, upgrades to plumbing/HVAC licensing and custom tabs; and

WHEREAS, funds in the amount of \$71,899 will be used by the Department of Land Use, Division of Geographic Information Systems for Pictometry which is a biannual partnership with the State for updated high-resolution, color imagery which is used and available to all New Castle County staff, as well as the public; and

WHEREAS, funds will be used by the Department of Public Works, Division of Plant Operations in the amount of \$18,683 and Division of Construction Support in the amount of \$16,396 for the purchase of Laptops and iPads for field staff to improve efficiencies by facilitating data entry in the field; and

WHEREAS, funds in the amount of \$34,327 will be used by the Department of Public Safety, Division of Emergency Communications for the purchase of laptops for the 911 command post and required replacements due to required Microsoft operating system upgrade.

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. The Capital Budget Ordinance for the fiscal year beginning July 1, 2021 is hereby amended by deleting the material that is stricken and adding the material that is underscored on the attached Exhibit "A."

Section 2. The Capital Program Resolution for the fiscal year beginning July 1, 2021 is hereby amended by deleting the material stricken and adding the material underscored on the attached Exhibit "B."

Section 3. Funding in the amount of \$106,226 from the Recorder of Deeds Technology Fee Account and \$54,801 from the New Castle County Technology Fee Account within the Office of the Recorder of Deeds is appropriated to the Department of Administration, Technology Enhancements 2022 Capital Project.

Section 3. This Ordinance shall become effective immediately upon its adoption by County Council and approval by the County Executive, or as otherwise provided in 9 Del. C. § 1156.

Adopted by County Council of
New Castle County on:

President of County Council
of New Castle County

Approved on:

County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, will appropriate \$106,226 in funding received from the Recorder of Deeds Technology Fee Account and \$54,801 in funding received from the New Castle County Technology Fee Account within the Office of the Recorder of Deeds to the Department of Administration, Technology Enhancements 2022 Capital Project.

FISCAL NOTE: This Ordinance, if approved, will amend the FY2022 Capital Budget by appropriating \$106,226 in funding received from the Recorder of Deeds Technology Fee Account and \$54,801 in funding received from the New Castle County Technology Fee Account within the Office of the Recorder of Deeds to the Department of Administration, Technology Enhancements 2022 Capital Project.

The revised FY2022 Capital Budget amount for the Technology Enhancements 2022 Capital Project will be \$161,027.

The revised FY2022 New Castle County Capital Budget grand total will be \$70,975,925.

The balance in the New Castle County Technology Fee Account within the Office of the Recorder of Deeds as of May 11, 2022 is \$251,726. The revised balance after this appropriation of funding will be \$196,925.

The balance in the Recorder of Deeds Technology Fee Account as of May 11, 2022 is \$545,288.68. The revised balance after this appropriation of funding will be \$439,062.68.

The appropriation of funding from the New Castle County Technology Fee Account within the Office of the Recorder of Deeds and the Recorder of Deeds Technology Fee Escrow Account is within the adopted Key Financial Policies.

EXHIBIT "A"
NEW CASTLE COUNTY
CAPITAL BUDGET - FY2022

22-070

DEPARTMENT OF ADMINISTRATION

Cloud Backup		\$	316,834
Cyber Security			200,000
Human Resources Scanning			175,000
Information Systems Expansion II			765,000
Recorder of Deeds HOA Portal			50,000
Register of Wills System			50,000
<u>Technology Enhancements 2022</u>	0		<u>161,027</u>
Subtotal	1,556,834	\$	<u>1,717,861</u>

DEPARTMENT OF COMMUNITY SERVICES

Appoquinimink Library		\$	1,770,850
Surratte Pool Renovations II			<u>100,000</u>
Subtotal		\$	1,870,850

DEPARTMENT OF PUBLIC SAFETY

EMS Realignment and Building		\$	1,000,000
EMS Stations			(1,650,000)
Overlook Colony Security Cameras			85,000
Police Range			4,450,000
Public Safety Building Renovations			712,305
Public Safety Equipment			99,000
Public Safety Vest Protection Program			<u>160,000</u>
Subtotal		\$	4,856,305

DEPARTMENT OF PUBLIC WORKS

Facilities/Equipment

Fleet Equipment 2021 / 2022		\$	3,067,300
Vehicle Lift System			<u>(100,000)</u>
Subtotal		\$	2,967,300

EXHIBIT "A"
NEW CASTLE COUNTY
CAPITAL BUDGET - FY2022

22-070

DEPARTMENT OF PUBLIC WORKS (Continued)

Parks

Banning Park Improvements	\$ 2,650,000
Delcastle Park Improvements	(500,000)
Game Court Improvements 2021	75,000
General Parkland Improvements 2021	779,692
Glasgow Regional Park	(1,500,000)
Greenway Systems	3,445,881
Maintenance Base Renovations	(500,000)
Middle Run Valley Reforestation	14,126
Open Space Preservation	1,275,000
Parkland Acquisition	(1,275,000)
Pavilion Renovations	(200,000)
Play Area Improvements 2021	25,000
Route 9 TAP Bicycle/Pedestrian Improvements	26,000
Sports Lighting	(250,000)
	<hr/>
Subtotal	\$ 4,065,699

Sewer/Stormwater

Airport Road System Rehabilitation	\$ 3,500,000
Brandywine Hundred South Rehabilitation	(1,500,000)
Edgemoor System Rehabilitation	(4,000,000)
General Sewer Improvements	625,000
Glasgow Area Sewer Improvements	(1,000,000)
Kirkwood Trunkline Interceptor	(500,000)
Lea Eara Farms Treatment Plant Closure	444,400
Muddy-6 Trunkline Interceptor	30,000
North Delaware Interceptor System	1,009,800
Public Works Complex	350,000
Pump Station Rehabilitation 2022-2023	2,000,000
Richardson Park Pump Station Upgrade	1,000,000
Richardson Park System Rehabilitation	(1,000,000)
Sewer Fleet Equipment 2021 / 2022	1,622,310
Sewer Repairs and Rehabilitation 2021	(500,000)
Sewer Repairs and Rehabilitation 2022-2023	4,555,000
Southern Sewer Service Area	55,000,000
SR 72 Sewer Extension	2,000
Stoney Creek Basin	(1,500,000)
Terminal Avenue System Rehabilitation	(2,500,000)
Water Farm 1 System Rehabilitation	(1,500,000)
Water Quality Improvement Plans	1,359,400
White Clay System Rehabilitation	(1,500,000)
Wilmington System Rehabilitation	(500,000)
	<hr/>
Subtotal	\$ 55,497,910

CAPITAL BUDGET TOTAL

~~70,814,898~~

\$ 70,975,925

PROJECT PROFILES ADMINISTRATION

EXHIBIT B

Project Name (Number): Technology Enhancements 2022 (C122210)					
Description: <u>Support five technological initiatives.</u>			Council Districts: All		
Funding Schedule					
	Bonds	Federal	State	Other	Total
Prior Authorizations	\$ -	\$ -	\$ -	\$ -	\$ -
FY2022	-	-	-	_____	_____
	-	-		<u>161,027</u>	<u>161,027</u>
FY2023	-	-	-	-	-
FY2024	-	-	-	-	-
FY2025	-	-	-	-	-
FY2026	-	-	-	-	-
FY2027	-	-	-	-	-
Future Years	-	-	-	-	-
Total	\$ -	\$ -	\$ -	\$ _____	\$ _____
\$ -		\$ -		<u>\$ 161,027</u>	<u>\$ 161,027</u>
Available Authorizations:		\$ -			
Operating Budget Impact:		\$ -			

Introduced by: Mr. Smiley, Mr. Cartier
Date of introduction: May 24, 2022

ORDINANCE NO. 22-071

AMEND THE GRANTS BUDGET: REALIGN \$363,000 IN FUNDS FROM THE UNITED STATES DEPARTMENT OF THE TREASURY WITHIN THE AMERICAN RESCUE PLAN ACT GRANT FROM GRANTS AND FIXED CHARGES TO SALARIES AND WAGES AND EMPLOYEE BENEFITS, WHICH IS ADMINISTERED BY THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE

WHEREAS, on March 11, 2020, the World Health Organization declared that a novel coronavirus, SARS-CoV-2, which causes a coronavirus known as COVID-19, was a global pandemic and on March 13, 2020, the President of the United States declared COVID-19 a national emergency; and

WHEREAS, on March 11, 2021, the President of the United States signed the federal American Rescue Plan Act (“ARPA”) into law, which established, among other things, the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program, which provides funds to State, local, territorial, and Tribal governments to use in accordance with the United States Department of the Treasury’s (“Department of the Treasury”) Interim Final Rule, effective as of May 17, 2021 (86 Fed. Reg. 26786), permitting use of the funds: 1) to respond to the COVID-19 public health emergency or its negative economic impacts; 2) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; 3) for the provision of government services, to the extent of the reduction in revenue due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year prior to the emergency; and 4) to make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, ARPA requires the Department of the Treasury to regulate, administer, and disburse SLFRF funds; and

WHEREAS, New Castle County, as an eligible recipient of SLFRF funds, received \$54,265,210 from the Department of the Treasury on July 12, 2021, and expects to receive approximately \$54,000,000 in SLFRF funds in 2022; and

WHEREAS, original allocated funding in the amount of \$54,265,210 from the United States Department of the Treasury was previously approved by County Council and appropriated to the American Rescue Plan Act Grant via Ordinance 21-129; and

WHEREAS, funding in the amount of \$24,000,000 was allocated within Grants and Fixed Charges for grants to address jobs, equity, and housing needs; including \$2,500,000 for the Building Better Communities initiative for programs such as Project SEED (Sustained Empowerment Enhancement & Development); and

WHEREAS, authorization is sought for the realignment of \$363,000 in federal funds within the American Rescue Plan Act Grant from Grants and Fixed Charges to Salaries and Wages (\$228,000) and Employee Benefits (\$135,000) to fund the Project SEED Coordinator; and

WHEREAS, County Council finds that this Ordinance is necessary to respond to the ongoing COVID-19 public health emergency and its economic impacts.

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. The Grants Budget as adopted by Ordinance No. 75-173 is hereby amended by adding the material on the attached “Exhibit A,” which is considered to be underscored in its entirety, attached hereto and made a part thereof.

Section 2. The Department of Administration, Office of Finance is hereby authorized to administer and use the grant funds to cover costs: 1) to respond to the COVID-19 public health emergency or its negative economic impacts; 2) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; 3) for the provision of government services, to the extent of the reduction in revenue due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year prior to the emergency; and 4) to make necessary investments in water, sewer, or broadband infrastructure. The Office of Finance is further authorized to administer and use the grant funds consistent with guidance from the Department of the Treasury and any binding legal authority.

Section 3. This Ordinance shall become effective immediately upon its adoption by County Council and approval by the County Executive, or as otherwise provided by 9 *Del. C.* § 1156.

Adopted by County Council of
New Castle County on:

President of County Council
of New Castle County

Approved on:

County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, will realign \$363,000 in federal funds within the American Rescue Plan Act Grant from Grants and Fixed Charges to Salaries and Wages (\$228,000) and Employee Benefits (\$135,000) to support the Building Better Communities - SEED Program Coordinator through December 31, 2024.

FISCAL NOTE: This Ordinance, if approved, will amend the Grants Budget by realigning \$363,000 in federal funds within the American Rescue Plan Act Grant from Grants and Fixed Charges to Salaries and Wages (\$228,000) and Employee Benefits (\$135,000).

This Ordinance, if approved, will have no fiscal impact. The realignment will affect FY2022 through FY2025 since the grant period ends December 31, 2024.

PROGRAM TITLE: American Rescue Plan Act Grant

Ordinance No. 22-071

Federal: \$54,265,210.00

Object Level	Federal		County		State		Total	
	<i>Initial</i>	<i>Revised</i>	<i>Initial</i>	<i>Revised</i>	<i>Initial</i>	<i>Revised</i>	<i>Initial</i>	<i>Revised</i>
11-Salaries and Wages	[\$6,800,700.00]	<u>[\$7,028,700]</u>					[\$6,800,700.00]	<u>[\$7,028,700]</u>
15-Employee Benefits	[2,334,137.00]	<u>[2,469,137]</u>					[2,334,137.00]	<u>[2,469,137]</u>
22-Training/Civic Affairs	20,000.00						20,000.00	
23-Comm/Utilities	1,017,299.00						1,017,299.00	
24-Materials/Supplies	263,184.00						263,184.00	
25-Contractual Services	3,482,781.00						3,482,781.00	
26-Equip Replacement	244,400.00						244,400.00	
27-Grants/Fixed Charges	[23,978,650.00]	<u>[23,615,650]</u>					[23,978,650.00]	<u>[23,615,650]</u>
28-Land and Structures								
29-Contingencies								
(Revenue Replacement)	16,124,059.00						16,124,059.00	
Total:	\$54,265,210.00						\$54,265,210.00	

Supplemental Information

Estimated Program Initiation: 3/3/2021

Estimated Program Completion: 12/31/2024

Local Match:

Found in:

Code #:

Ordinance Passed: 21-129Date Revised: 11/19/2021**PROGRAM DESCRIPTION:**

Funding will be used by the New Castle County Department of Administration to cover costs: 1) to respond to the COVID-19 public health emergency or its negative economic impacts; 2) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; 3) for the provision of government services, to the extent of the reduction in revenue due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year prior to the emergency; and 4) to make necessary investments in water, sewer, or broadband infrastructure.

~~[10/26/2021]~~ 5/24/2022

PROGRAM TITLE: American Rescue Plan Act Grant

Ordinance No. 22-071

Federal: \$54,265,210.00

PROGRAM EXPENDITURES – Eligible expenditures include, but are not limited to:

11 – Salaries and Wages

Premium Pay for eligible employees; new hires for ARPA State and Local Fiscal Recovery Funds administration; Project SEED Coordinator.

15 – Employee Benefits

Related benefit expenses for Salaries and Wages.

25 – Contractual Services

Outside legal counsel; grants administration; auditing services; testing services; marketing and printing costs.

27 – Grants/Fixed Charges

Grants to address jobs, equity, and housing needs, in alignment with the American Rescue Plan Act goals, as stated by the Department of the Treasury, of "meeting pressing pandemic needs and creating more equitable economic recovery." Additional detail on eligible expenditures in Grants/Fixed Charges includes, but is not limited to:

Grants/Fixed Charges	Federal
Affordable Housing (increase the supply of affordable rental and ownership units)	\$7,500,000.00
Building Better Communities (invest in recommendations from the Commission on Hopeful Communities, including trauma counseling pilot at AI DuPont Middle School, Red Clay School District, Kappa Mainstream Afterschool Tutoring, and other organizations in underserved communities)	\$2,500,000.00 \$2,135,650 Grants \$228,000 Salaries \$135,000 Benefits \$1,350 Communications
Revitalize Neighborhoods (invest in historically underserved commercial corridors in unincorporated NCC identified as being ARPA-eligible)	\$1,000,000.00
Workforce Development (complement State investments with investments in wraparound services for trainees and investing in the Child Care Pathway internships for high school students)	\$1,500,000.00
First-Time Mother Support (expand home nursing visits program to an additional 120 first-time, low-income mothers, following them for three years)	\$3,000,000.00
Environmental Justice (EJ Coordinator hired and researching options in neighborhoods that have experienced historical environmental injustice)	\$2,500,000.00
Health Equity (continue to fund the National Health Corps program through 2023)	\$500,000.00 \$480,000 Grants \$2,000 Communications \$6,700 Salaries \$3,960 Benefits \$7,340 Materials
Wastewater/Stormwater (specific projects being defined)	\$5,000,000.00
Wireless Broadband	\$500,000.00
Total:	\$24,000,000.00

29 – Contingencies (Revenue Replacement)

\$18,800,000.00 Revenue Replacement as permitted by ARPA SLFRF regulations/guidelines.

[10/26/2021] 5/24/2022