## **AGREEMENT**

## BETWEEN

# **DOVER ORGANIZATION OF EMPLOYEES**

## AND

# THE CITY OF DOVER, DELAWARE

JULY 1, 2024 – JUNE 30, 2027

# TABLE OF CONTENTS

| 1.  | PURPOSE OF THE AGREEMENT                  | . 1 |
|-----|---|-----|
| 2.  | RECOGNITION                               | 1   |
| 3.  | ORGANIZATION REPRESENTATIVES              | 1   |
| 4.  | MANAGEMENT                                | 2   |
| 5.  | NO DISCRIMINATION                         | 2   |
| 6.  | WORK DAYS AND WORK WEEK                   | 2   |
| 7.  | REST PERIODS (BREAK)                      | 3   |
| 8.  | SEVERE WEATHER EMERGENCY                  | 3   |
| 9.  | MEALS DURING SEVERE WEATHER EMERGENCIES   | 4   |
| 10. | OVERTIME                                  | 4   |
| 11. | HOLIDAYS                                  | 5   |
| 12. | VACATIONS                                 | 6   |
| 13. | VACATION SELL BACK                        | 7   |
| 14. | SICK LEAVE                                | 7   |
| 15. | BEREAVEMENT LEAVE                         | 8   |
| 16. | FAMILY EMERGENCY                          | 8   |
| 17. | SALARIES                                  | 9   |
| 18. | ON CALL & CALL IN PAY                     | 9   |
| 19. | SHIFT DIFFERENTIAL PAY                    | 10  |
| 20. | HEALTH CARE INSURANCE PAYMENTS            | 10  |
| 21. | VISION PLAN                               | 11  |
| 22. | DENTAL PLAN                               | 11  |
| 23. | RETIREMENT HEALTH CARE INSURANCE PAYMENTS | 11  |
| 24. | SHORT-TERM DISABILITY                     | 13  |
| 25. | 401 RETIREMENT CONTRIBUTION               | 14  |
| 26. | TERMINAL LEAVE                            | 14  |
| 27. | SAFETY SHOES, UNIFORM SHOES & UNIFORMS    | 15  |
| 28. | CONTRACTING OUT                           | 17  |
| 29. | JOB OPENINGS & PROMOTIONS                 | 17  |
| 30. | SENIORITY                                 | 18  |
| 31. | PERSONNEL FILES                           | 18  |
| 32. | REDUCTION IN FORCE                        | 19  |

| 33. | GRIEVANCE PROCEDURE              | 19 |
|-----|----------------------------------|----|
| 34. | STRIKE CLAUSE                    | 21 |
| 35. | DUES DEDUCTION                   | 21 |
| 36. | FUNDING                          | 22 |
| 37. | FAILURE IN PERFORMANCE OF DUTIES | 22 |
| 38. | ISSUANCE OF DISCIPLINE           | 23 |
| 39. | GPS                              | 23 |
| 40. | ZIPPER CLAUSE                    |    |
| 41. | TERMINATION OF AGREEMENT         | 23 |
| 42. | NOTICES BETWEEN DOE AND THE CITY |    |
| 43. | SEVERABILITY CLAUSE              |    |
| 44. | PRECEDENCE OF AGREEMENT          | 24 |
| 45. | MOTOR VEHICLE RECORD POLICY      |    |
| 46. | DONATED SICK LEAVE               | 27 |
| 47. | NEW EMPLOYEE HIRING INTAKE       | 27 |
| 48. | MECHANIC TOOL ALLOWANCE          | 28 |

### **AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_\_, 2024, by and between THE CITY OF DOVER, a municipal corporation of the State of Delaware, hereinafter referred to as the "City" or as the "Employer," and Dover Organization of Employees, hereinafter referred to as the "Union" or DOE. The term of this Agreement shall be from July 1, 2024 to June 30, 2027.

#### 1. PURPOSE OF THE AGREEMENT

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

### 2. RECOGNITION

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

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

### 3. ORGANIZATION REPRESENTATIVES

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

Time spent by Union Representatives in handling grievances or attending meetings with City Representatives shall be without loss of pay provided Union Representative notifies his/her Department Head and provided that such time does not exceed two (2) hours per week. Time spent by Union President and/or Vice President in handling grievances or attending meetings shall not be subject to the two-hour limit provided the Department Head is notified and such time is reasonable. Coordination with the President's and/or Vice President's supervisor is required. Union Representatives will notify their Department Head and Human Resources in writing of actual time spent on union business.

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

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

#### 4. MANAGEMENT

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

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

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

#### 5. NO DISCRIMINATION

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

#### 6. WORK DAYS AND WORK WEEK

The basic work schedule for the City shall be five (5) days per week from Monday to Friday inclusive with the exception of the Library. Eight (8) hours of work shall constitute a normal work day and forty (40) hours of work shall constitute a normal work week. For payroll purposes, the work week begins on Sunday at 12:01 a.m. and ends on Saturday at 12:00 a.m. (midnight).

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

worked for the pay period. A day for pay purposes is 8 hours regardless of the dispatcher working an 8-hour or 12-hour day.

In 2001 the Police Chief agreed to implement twelve (12) hours shifts for Communication Operators (Police). It is understood that the schedule of Dover Police Department is set by the Chief of Police. The Chief of Police retains "the right to establish schedules" and is not obligated to permanently maintain this or any other schedule.

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

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

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

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

### 7. REST PERIODS (BREAK)

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

### 8. SEVERE WEATHER EMERGENCY

Effective July 1, 2021 all past practices will cease.

In the event of a severe weather emergency, and the City Manager puts liberal leave into effect, employees not on the Essential Personnel List will have the option of using vacation, comp time or leave without pay when leave is exhausted to cover the normal working hours missed as a result of the weather emergency.

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

Employees will only receive compensation for hours actually worked during a weather event.

Employees who are teleworking on a regular basis when the severe weather events occurs, will continue to work during the weather emergency with no additional compensation beyond his or her normal hours. Shall the same employee be unable to work during the severe weather event, the employee will be required to use accumulated vacation leave.

The operating hours of the library on the weekend will be taken into consideration when determining if the City will close due to severe weather.

The operating hours of the library on the weekend will be taken into consideration when determining if the City will close due to severe weather.

The City Manager will establish the time period for the weather emergency.

### 9. MEALS DURING SEVERE WEATHER EMERGENCIES

In the event of a severe weather emergency, the City will provide DOE employees listed on the weather emergency plan who work and work a minimum of at least 10 continuous hours with either (1) a meal at a local establishment of the City's choice or (2) a \$10 non-taxable meal allowance which will be paid via petty cash within 14 days of the last date of the severe weather event. The City of Dover will have the sole decision on which option is chosen.

### 10. OVERTIME

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

Overtime compensation for Police Department Communication Operators working the 12-hour schedule shall be paid time and one-half (1-1/2) the regular straight time rate for hours worked in excess of the scheduled 12-hour shift as well as forty (40) hours each week.

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

For the purpose of computing overtime pay, time spent on holidays, comp time and earned vacation time shall be considered as hours worked by employees required to work scheduled overtime. The use of accumulated leave time on the holiday will not be considered as actual hours worked.

Lost time due to general leave, personal business, unexcused absence and lateness shall not be considered as hours worked. Hours worked on a city recognized holiday shall be paid at time and one half in addition to holiday pay received. All overtime must be authorized by the department manager prior to working overtime hours except in the case of an emergency at which time the overtime may be authorized by the employee's supervisor.

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

Police communications operators assigned to 12-hour shifts will be paid a two (2) hour minimum for court appearances scheduled prior to 11:00 AM that occur on off duty time during the calendar day that the dispatcher is scheduled to report for night shift. Any time worked 11:00 AM or after is subject to rescheduling at management's discretion. Subpoenas for a time of 11:00 AM or later are not subject to the two (2) hour minimum.

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

### Compensatory Time

Effective July 1, 2018 employees will be permitted to accumulate a maximum of forty (40) hours of compensatory time. Employees with a balance greater than forty (40) hours on July 1, 2018 will be permitted to maintain their balance and use it. Upon reaching a balance of forty (40) hours, the employee cannot accumulate any compensatory time beyond forty (40) hours.

#### 11. HOLIDAYS

The following days shall be considered to be paid holidays:

New Year's Day Independence Day

Martin Luther King, Jr.'s Birthday Labor Day

President's Day Veteran's Day

Good Friday Thanksgiving Day

Memorial Day Friday after Thanksgiving

Juneteenth Christmas Day

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

All regular employees shall receive a normal day's pay for each of the recognized holidays even when they do not work on such holiday. Employees who are required to work on a holiday shall

receive holiday pay plus pay at one and one half the regular rate for actual hours worked. The use of accumulated leave time on the holiday will not be considered as actual hours worked.

Part-time regular employees working less than thirty (30) hours per week shall not be eligible for holiday pay.

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

Holidays are considered as hours worked for payroll purposes.

### 12. <u>VACATIONS</u>

Vacations shall be earned as follows:

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

Each full-time regular employee with more than six (6) months of service and fewer than five (5) completed years of continuous service shall earn vacation leave at the rate of ten (10) hours per completed month of service.

Each full-time regular employee with five (5) completed years of continuous service but less than ten (10) complete years of continuous service shall earn vacation leave at the rate of 14 hours per completed month of service.

Each full-time regular employee with ten (10) complete years of continuous service but less than fifteen (15) complete years of continuous service shall earn vacation leave at the rate of 16 hours per completed month of service.

Each full-time regular employee with fifteen (15) complete years of continuous service but less than twenty (20) completed years of continuous service shall earn vacation leave at the rate of 18 hours per completed month of service.

Each full-time regular employee with twenty (20) or more complete years of continuous service shall earn vacation leave at the rate of 20 hours per completed month of service.

Part-time regular employees working thirty (30) hours or more per week shall accumulate vacation leave at one-half (1/2) the rate of full-time employees. Part-time regular employees working less than thirty (30) hours per week shall not be eligible for vacation leave. For the purposes of this section, a completed month is any month in which an employee works or is on leave with pay at least one-half (1/2) the work days.

Upon implementation by other employee groups, leave will be recorded in 15 minute blocks.

### 13. VACATION SELL BACK

Effective December 2022, a regular employee may, during the month of December, sell back to the City unused vacation leave earned by the employee since the prior December. Employees are only permitted to sell back 40 hours. Employees who sell back 40 hours of vacation will be compensated at their current straight time rate for each hour submitted while their accumulated balance will be reduced by 40.

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

This pay shall be optional. The employee must request in writing to the employee's department head, prior to the submission of his/her department's annual preliminary operating budget to the City Manager to reserve the option of pay in lieu of vacation in the budget.

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

### 14. SICK LEAVE

- A. Sick leave with pay is not a right which an employee may demand but a privilege granted by the City for the benefit of an employee. Sick leave may be granted to an employee absent for work for any of the following reasons: sickness, bodily injury, required physical or dental examinations or treatment, exposure to contagious disease when continuing to work might jeopardize the health of others and for the well care of the immediate family residing in the employee's principle place of residence.
- B. Each Department Head may establish an appropriate written notification policy for their department that will best serve the City's interest. Unless modified by the Department Head, notification of the desire to use sick leave should be submitted to the employee's supervisor prior to the shift whenever possible, but certainly never later than one half hour after the beginning of the scheduled start time. Shift workers must notify the on-duty supervisor/employee at least one hour prior to the beginning of their shift. Persons failing to give adequate advance notice will be considered absent without leave and pay will be withheld.
- C. A physician's certificate is required for an employee who is out over three (3) consecutive working days unless waived by the Department Head. In all cases, a sick leave request must be submitted by the employee and approved by the supervisor. Excessive absenteeism, tardiness, or the abuse of sick leave will continue to be just cause for progressive disciplinary action.
- Sick leave shall be accumulated at the rate of one (1) day per month of service or twelve (12) days per completed year of service for full time regular and probationary employees.
   Sick leave shall be earned in any month in which an employee shall have worked or shall

- have been on leave with pay for at least one-half (1/2) of the scheduled workdays. Effective 07/01/2000 the maximum number of sick days an employee may accrue is unlimited.
- E. Part time employees shall earn sick leave in any month in which they have worked or have been on leave with pay for at least one-half (1/2) of the scheduled workdays. Part-time regular employees who work thirty (30) or more hours per week shall accumulate sick leave at one half the rate of full time employees.
- F. Sick leave shall be taken by eligible employees in minimum increments of one half (1/2) hour. Upon implementation with other employee groups, sick leave shall be recorded in 15 minute increments. The use of sick leave may require verification by the City from the first hour used as deemed appropriate by the Department Head. Excessive absenteeism, tardiness, or the abuse of sick leave will continue to be just cause for progressive disciplinary action.
- G. For the purposes of Police Communications Operators assigned to 12-hour shifts, all references to accruement of sick time, vacation time, bereavement time, and any other reference to a "day" worked shall remain the same as the original contract with the understanding that the term "day" refers to 8 hours and not 12.

### 15. BEREAVEMENT LEAVE

Bereavement leave shall be granted to all regular employees and probationary employees who are regularly scheduled to work 30 hours or more per week and Library Clerk I and Library Page who work less than 30 hours per week who experience a death of a member of the employee's immediate family. Upon request, the employee may be granted up to three (3) scheduled working days leave with pay. If the funeral is more than four hundred (400) miles from the City, the employee shall be granted up to five (5) scheduled working days, with pay, not charged to any leave balance, to arrange for and/or attend the funeral service or related matters. Bereavement leave may only apply for days used in accordance with the employee's regular schedule.

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

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

### 16. FAMILY EMERGENCY

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

### 17. SALARIES

Newly hired employees must be employed for six (6) months before any salary increase is granted.

Effective July 1, 2024: 3.5% general wage increase, as reflected in the Salary Progression Table attached as Exhibit B.

Effective July 1, 2025: 4% general wage increase, as reflected in the Salary Progression Table attached as Exhibit C.

Effective July 1, 2026: 4% general wage increase, as reflected in the Salary Progression Table attached as Exhibit D.

- A. Temporary upgrades are defined in the personnel rules and are to be granted after 20 continuous days worked or 35 days worked in any 90-day period. Should there be another occasion in a twelve-month period, the temporary upgrade in pay will take place after 10 days worked.
- B. Library Pages hired on or after January 28, 2013 will be assigned to labor grade six (6). If the minimum wage increases to a point where the increase would cause labor grade six (6) to exceed labor grade seven (7), employees within labor grade six (6) will be placed in the same step in labor grade seven (7).

### 18. ON CALL & CALL IN PAY

- A. Employees who are scheduled for on-call service in any given week shall receive an additional one (1) hour of straight time pay over and above the normal hours worked in that week for each day on call, even if the employee is not called out. The on-call pay provided for herein shall be calculated into the employee's overtime rate and included in pension calculations.
- B. In addition to the on-call pay provided above, the paid call out time shall be a minimum of two hours at the employee's applicable rate of pay, for each separate call-out. If an employee is called out again during the same two hours timeframe, an additional two hour minimum will not apply. Only when an employee has returned home and is again called out shall it be considered a separate call-out. The minimum two-hour call out pay shall not apply if an employee is called into work within one (1) hour before the employee's normal starting time and the employee continues working into the normal shift. In this situation, the employee shall only receive one (1) hour on-call compensation.
- C. Any trading of on-call duty between employees must be approved, in writing, by the supervisor of the employee who was originally assigned for duty. Trading of on-call assignments for less than the full week shall not alter the method by which payroll will compensate only the original employee who was assigned for that week.
- D. Any employee assigned to on-call duty, who is found to be unavailable when called at the number listed with the Dispatch Center of his/her department, will be subject to disciplinary action by the department head.

- E. Employees who are subject to call-out shall be responsible to assure that his/her phone number listed in the appropriate Dispatch Center is correct and current at all times.
- F. Any employee who is not assigned to be on-call, but who is called in to work before, or called back to work after, the normal hours of his/her shift, shall be guaranteed a minimum of two (2) hours of overtime unless the employee is called into work within one (1) hour before the employee's normal starting time and the employee continues working into the normal shift. In this situation, the employee shall only receive one (1) hour overtime compensation.
- G. Sections A and B above shall not be applicable to Communication Operators assigned to 12-hour shifts, however that portion of Section B referring to the two (2) hour minimum pay per call out shall apply as well as the one (1) hour minimum. Communication Operators will be compensated at double time when actually called into work.

When employees are required to perform work for special work assignment, ie: trash pick-up on Tuesday evenings and watering of flowers on weekends, the two-hour minimum will apply.

#### 19. SHIFT DIFFERENTIAL PAY

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

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

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

| Day Shift (8:00 a.m 4:00 p.m.)        | 0 cents per hour |
|---------------------------------------|------------------|
| Evening Shift (4:00 p.m Midnight)     | \$1.50 per hour  |
| Midnight Shift (Midnight - 8:00 a.m.) | \$1.50 per hour  |

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

#### 20. HEALTH CARE INSURANCE PAYMENTS

The City hereby has the authority to change the insurance carrier, after discussion with the Union, provided such change results in a plan of equal or similar benefits. The City has the final decision of insurance carrier and plan design.

For all employees, the City will pay 85% of the total monthly insurance premium regardless of plan or tier (employee, child(ren), spouse or family) coverage. The employee will pay 15% of the total monthly insurance premium regardless of plan or tier (employee, child(ren), spouse or family) coverage.

Part-time regular employees working thirty (30) or more hours per week, shall be eligible to enroll in the City's health insurance plan. However, the City's share shall be one-half (1/2) that for full-time regular employee (full-time is defined as forty (40) hours per week). Part-time regular employees working less than the required number of hours shall not be eligible for the coverage.

### 21. VISION PLAN

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

Part-time regular employees working thirty (30) or more hours per week shall be eligible to enroll in the City's vision insurance plan. However, the City's share shall be one-half (1/2) that for full-time regular employee.

Part-time regular employees working less than the required number of hours shall not be eligible for the coverage.

### 22. DENTAL PLAN

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

### 23. <u>RETIREMENT HEALTH CARE INSURANCE PAYMENTS</u>

#### For Historical Purposes:

For employees who retire after September 1, 1991, the City shall pay 100% of individual employee monthly premiums. Also, the City shall pay 75% of the retiree's dependent coverage. The same arrangement will be made for those who select the 401 retirement option and obtain the necessary age and length of service required by the regular retirement options.

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

#### Effective – January 31, 2010

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

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

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

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

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

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

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

#### Effective - March 1, 2013

The City shall pay 100% of the individual employee monthly premiums and 75% of the retiree's dependent coverage for employees retired prior to or on May 31, 2013. Employees retiring after May 31, 2013 will be responsible for 15% of the total monthly premium for the health plan the retiree elects.

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

Employees retired after May 31, 2013 will be responsible for 15% of the total monthly premium for the health plan the retiree elects.

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

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

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

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

#### Conclusion of Historical information.

#### Current

The City shall pay 100% of the individual employee monthly premiums and 75% of the retiree's dependent coverage for employees who retired directly from the City with an unreduced pension and retired prior to or on May 31, 2013.

Employees who are hired prior to December 22, 2015, upon direct retirement with an unreduced pension, the City will pay 85% of the total monthly insurance premium regardless of plan or tier (employee, child(ren), spouse or family) coverage. The employee will pay 15% of the total monthly insurance premium.

Employees who are hired on or after December 22, 2015, upon direct retirement with an unreduced pension, the City will pay 80% of the total monthly individual insurance premium. The City will not contribute towards dependent coverage. The employee/retiree will have the option to purchase dependent coverage under the City's group rate plan at full cost to the employee/retiree.

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

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

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

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

### 24. SHORT-TERM DISABILITY

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

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

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

Part-time regular employees working thirty (30) or more hours per week shall be eligible to enroll in the City's short-term disability plan. However, the City's share shall be one-half (1/2) that for full-time regular employee.

Part-time regular employees working less than the required number of hours shall not be eligible for the coverage.

Employees eligible for short-term disability will utilize accrued sick, vacation and/or compensatory time to offset loss of income. Employees must use a minimum of twenty (20) hours per week and a maximum of forty (40) hours per week. During the absence, employees shall be allowed to make one (1) modification to the amount of time used.

The insurance carrier is responsible for all decisions and management of the plans.

### 25. 401 RETIREMENT CONTRIBUTION

For employees who have chosen the 401 Money Purchase Plan (also referred to as the Defined Contribution Plan) as their primary pension plan, the following chart depicts contribution levels.

|                | Minimum Employee<br>Contribution | City's Match (Up To) |  |  |
|----------------|----------------------------------|----------------------|--|--|
| March 27, 2016 | 4%                               | 7%                   |  |  |
| July 1, 2016   | 5%                               | 8%                   |  |  |
| July 1, 2017   | 6%                               | 9%                   |  |  |

Each May, employees will have the opportunity to change their contribution to the 457 plan thus effecting the City's matching contribution to the 401 Money Purchase Plan. The change will be effective July 1 and irrevocable until the following July. Employee contributions cannot be below the minimum employee contribution as indicated in the chart above.

The first opportunity for DOE members to change their contribution will occur in September 2021. Changes will be reflected in the October 22, 2021 paycheck. DOE will notify their members of the initial change. Thereafter, the city will provide notice during open enrollment (May) of each year.

#### 26. TERMINAL LEAVE

For employees who retire on or after July 1, 1994 or otherwise separate employment with the City after obtaining the necessary age and length of service as required for retirement, a regular employee is eligible to take terminal leave prior to his/her retirement or separation date under the following conditions.

Terminal leave shall consist of a total of both an employee's unused sick leave and unused vacation time. For employees hired prior to 7/1/12, a maximum of 100 sick days can be converted to terminal leave. Employees hired on or after July 1, 2012, a maximum of 75 days of sick days can be converted to terminal leave. The same limits apply for employees electing to receive a lump-sum payment for accumulate sick leave.

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

- A. Once terminal leave begins the employee ceases to earn vacation or sick leave credits and is no longer eligible for annual salary increases.
- B. Once terminal leave begins; the employee cannot return to active service unless approved by the City Manager. If a return to active service is approved, the employee will have the option to either:
  - 1.) Refund the value of sick leave credits expended as terminal leave to the City and have those credits restored, or
  - 2.) Not refund the value of sick leave credits expended as terminal leave. The maximum amount of sick leave credits available for future terminal leave will be reduced by that already expended.
- A. In order to qualify for terminal leave, an employee must request leave a minimum of 30 days prior to the employee's retirement date. The same notice is required for retirements in which a cash payout is requested.
- B. Employees on terminal leave shall be required to use accumulated leave for holidays.

### 27. SAFETY SHOES, UNIFORM SHOES & UNIFORMS

- A. The City shall provide an annual allowance of \$225 for safety shoes to employees in classifications which require the wearing of safety shoes. In the classifications which required safety shoes, the wearing of proper safety shoes is a condition of employment. Persons who report to work without proper footwear will be sent home without pay.
- B. An annual allowance of \$225 shall be provided to Communication Operators, Field Service Representative 1 & II's, Animal Control and Parking Enforcement for safety shoes.
- C. In the event of an on the job accident that results in the destruction of an employee's safety shoes, the City shall provide a replacement pair at its sole cost and expense.
- D. The City shall provide uniforms to non-clerical employees who work in the following City divisions:
  - Central Services
  - Grounds/Parks
  - Water/Waste Water
  - Facilities Management
  - Streets/Stormwater

- Sanitation
- Fire Dispatchers

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

Effective July 1, 2022, the City will supply an appropriate winter work jacket and bibbed work pants for all non-clerical uniformed employees that predominantly work outdoors. Replacements will be provided as needed.

#### E. Fire Resistant Clothing:

- All Field Service Reps I & II will participate in the existing FR program for City employees.
- All Field Service Reps shall receive an initial allotment of \$1700 for FR Clothing.
- Thereafter, Field Service Reps shall receive an annual allotment of \$1000 on January 1 of every subsequent year.
- Participants will be able to carry-over any unused allotment into the next year (carry over will not exceed annual allotment).
- Participants in the program will be responsible for routine cleaning of clothing, however, if clothing is damaged beyond repair while employee is at work, clothing will be replaced at no additional cost to employee.
- Should the participant wish to purchase additional approved clothing beyond the allotment, the participant may purchase such clothing at their own expense from the designated vendor.
- The vendor will provide fitting, replacement and repair services to the participants at no cost to them.
- City of Dover Logo will be on shirts, jackets, coveralls, and other such outer clothing.
- F. All Communication Operators and Inspector I and II personnel shall receive an annual clothing allowance in the amount of \$150 for the purchase of relaxed clothing in place of a full uniform. For the Communication Operators the relaxed uniform shall consist of City of Dover polo type shirt (issued by the City) and docker or cargo type pants, (color selected by the Department Head: tan, black, blue or light/dark gray), belt (black, brown, black, blue or light/dark gray) and brown or black shoes. For the Inspector I and II personnel the relaxed uniform shall consist of a City of Dover polo type shirt or appropriate shirt for the fall and winter seasons (issued by the City) and tan docker or cargo pants (color selected by the Department Head: tan, black, blue or light/dark gray) and belt (black, brown, black, blue or light/dark gray).

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

G. Based upon current IRS regulations, the clothing and shoe allowances are considered taxable benefits and will be reflected on the employee's annual tax statement from the City of Dover.

These allowances shall be paid annually in the month of February to all active employees who are in the affected classification as of January 15 of the current year and who remain active in the affected classification at the time of payment.

### 28. CONTRACTING OUT

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

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

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

### 29. JOB OPENINGS & PROMOTIONS

- A. When the City determines to fill a vacancy or promotion within the bargaining unit, notice of such opening shall be posted on all City bulletin boards for seven (7) normal business days; and shall be provided to the Union in writing. The City may also advertise the position to the public simultaneously. Employees who are interested in being considered for the open position may submit an application to the Human Resources Department during the posting period. The posting will indicate the requirements and pay level of the open position.
- B. Factors that will be considered in the filling of job openings include skill, ability, education, experience and seniority. Preference for interviews will be given to current employees; however, the City reserves the right to fill an open position with the person it considers the best qualified candidate.

- C. Employees will receive adequate instruction and training in the new position, and will be regularly appraised of their progress, and what areas, if any, they need to improve upon.
- D. An employee who fails to meet the job requirements within a reasonable period (not to exceed 90 calendar days) shall be reassigned to their previous classification and wage rate. In the event the former position has been filled, the employee may be placed in an open position, or the next available open position for which the employee is qualified.
- E. Successful bidders shall be placed in the new position at the starting rate for the new position if it is above the employees existing rate of pay. If the starting rate for a higher paying position is below the employee's existing rate of pay, the employee will be placed at the Step closest to, but above the employee's existing rate of pay however the increase will be no less than 5%. In the event of a lateral move, the employee will maintain their existing rate of pay. In the event of a demotion or downward move, the union and the city will discuss the placement on the salary scale since there are several situations in which this event could occur. Downward bidding shall be allowed only at the City's discretion. In any event, an employee's change in wage progression shall commence from the date of actual transfer to the new position.

### 30. <u>SENIORITY</u>

- A. Seniority is defined as the length of continuous service with the City beginning with the most recent date of hire. An employee's seniority shall not be reduced by time spent on authorized leave of absence or layoff for less than twelve months.
- B. All newly hired employees shall be considered probationary for the first six calendar months of employment, during which time they may be disciplined or discharged by the City without recourse to the grievance procedure herein. Upon completion of the probationary period, an employee shall be credited with seniority from the date of hire.
- C. Seniority shall be lost for the following reasons:
  - 1.) Discharge for just cause
  - 2.) Resignation or Retirement
  - 3.) Layoff or Leave of Absence for more than 12 months
  - 4.) Failure to return to work on the date specified in a notice of recall

#### 31. PERSONNEL FILES

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

in his/her personnel file the employee may submit a written statement explaining his/her position. Such statement shall be maintained as part of the employee's file.

### 32. <u>REDUCTION IN FORCE</u>

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

- A. The employee being laid off may not displace employees in other departments.
- B. The City has the sole right to determine if a vacancy exists in any other classification and/or department, and whether or not the displaced employee could fulfill all job requirements of the vacancy after a reasonable trial period.
- C. DOE will not oppose a reasonable transfer of an employee from the curtailed classification to another department or classification.
- D. During the trial period the employee will be reviewed, counseled and instructed on their progress in the job.
- E. Should the employee fail to meet the requirements of the job and be disqualified, he/she shall be reassigned to other classifications by step "B" above or laid off.
- F. The employee shall be paid within the range for the job to which transferred at the wage closest to their present wage.
- G. When additional employees are needed in a classification, the regular employees who have been laid off or transferred out of that classification within a one year period, due to the lack of work, shall be offered the jobs before they are filled by promotion or transfer of employees with less seniority, or by hiring of new employees. A notification shall be sent to them by registered mail to the latest mailing address supplied to the City, and copies of such notification shall be forwarded to DOE's President. The City shall be notified within five working days after receipt of the notice by the former employee of their desire to accept the offer of the job and the former employee will start work not later than three weeks after receipt of the notice. Should the employee fail to respond or report, he/she will be dropped from the City employment rolls.

### 33. GRIEVANCE PROCEDURE

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

#### A. Processing Grievances

Grievances shall be presented during normal working hours; however, no meeting or discussion shall exceed one (1) hour in duration, unless otherwise agreed between the parties A Union Representative shall be present at meetings in Step I and above.

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

Note: The meetings required in Steps 1 and 2 of the grievance process shall be coordinated with the Human Resources Director, and the Human Resources Director shall be permitted to participate in the meetings.

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

<u>Step 2</u> - If the grievance is not settled at Step1, it may be referred to the City Manager and/or his/her designee within seven (7) calendar days after the receipt of the Department Head's written answer in Step 1. The City Manager and/or his/her designee shall review the grievance, hold a meeting with the parties involved, and then render a written decision.

The written decision should be completed within 14 calendar days of the meeting.

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

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

The decision of the arbitrator, in a matter concerning contractual interpretation, shall be final and binding on the parties. In matters concerning grievances of a personnel /disciplinary nature the arbitrator's decision shall not be final or binding. In the event such a decision does not resolve the dispute, it is understood that the

aggrieved party shall have the right to submit the dispute to a court of competent jurisdiction.

### B. <u>Time Limits for Filing</u>

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

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

### 34. STRIKE CLAUSE

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

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

### 35. DUES DEDUCTION

- A. The City agrees to make payroll deductions of Union dues and initiation fees, if any, for employees of the bargaining unit who provide written authorization for the City to do so. The amount of such deductions shall be furnished in writing to the Human Resources Director and shall be in uniform amounts. The Union will notify the Human Resources Director at least thirty days in advance of any change in the amount of such deductions. When a member retires however is still on terminal leave they are no longer obligated to pay dues.
- B. Employees hired after July 1, 1997, shall, as a condition of employment, on and after the thirty-first (31st) day of employment or within thirty days of the signing of this Agreement, either become a member of the Union or pay a fair share fee for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by this Agreement. Such fair share fee shall not exceed eighty-five percent (85%) of the normal membership dues; and will be deducted by the City and

remitted to the Local Union with the same frequency and in the same fashion as normal dues payments.

- C. Employees may revoke their dues authorization during the month of June of each calendar year by submitting a written request to the Human Resources Director and the Local Union President. Such employee shall than be subject to the fair share provisions contained in this Article.
- D. The City recognizes that it is within the proper authority of the Union to establish dues and fair share/service fee amounts. The Union agrees to assume full responsibility for compliance with the requirements laid down by the U.S. Supreme Court with respect to the rights of service fee payers.
- E. The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this Article.
- F. The City shall forward to the Local Union Treasurer such dues and fair share fees, along with a list of employees for whom such deductions were made, by the seventh (7th) day of each calendar month following the month of deduction.

### 36. FUNDING

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

#### 37. FAILURE IN PERFORMANCE OF DUTIES

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

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

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

The supervisor and department head must record the dates of their discussions with the employee along with the performance deficiencies noted and the corrective action recommended. The

information must be entered in the employee's personnel folder. After a period of 24 months the previous oral and written warnings become in-valid.

### 38. <u>ISSUANCE OF DISCIPLINE</u>

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

#### 39. **GPS**

The City has the right to install and utilize GPS units in City vehicles. Data collected cannot be used for disciplinary purposes without corroborating evidence of a violation of City personnel policies.

### 40. ZIPPER CLAUSE

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

### 41. TERMINATION OF AGREEMENT

This agreement shall be effective as of the date of ratification by the union and approval of the City Council and shall remain in full force and effect until the 30th day of June 2021 and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than 150 days prior to the anniversary date that it desires to modify or terminate this agreement. In the event such notice is given, negotiations shall begin no later than thirty (30) days following the date of the notice.

If negotiations are not concluded as of June 30, 2021, the provisions of this agreement shall remain in full force and effect until negotiations are completed and shall automatically be extended until such time as a new or modified agreement is approved by both parties, effective date of termination not withstanding.

#### 42. NOTICES BETWEEN DOE AND THE CITY

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

Dover will provide the Union President with a City of Dover email address which will only be used for communication between the DOE President and City of Dover officials. The City will

utilize the "Request a delivery receipt" option when sending emails. This will serve as official notice to DOE.

Notices to the City shall be addressed to:

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

### 43. SEVERABILITY CLAUSE

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

### 44. PRECEDENCE OF AGREEMENT

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

#### 45. MOTOR VEHICLE RECORD POLICY

In keeping with the City or Dover's Vision of a clean, safe community where people want to live, it is important that all our employees who operate motor vehicles do so in a safe and responsible way. Vehicle operations create substantial risk to the City and its citizens. Therefore, a best practice for reducing risk is to ensure only safe drivers are allowed to operate City vehicles. Evaluating an employee's motor vehicle record (MVR) has long been a recognized component of a driver screening process. The following constitutes our MVR policy.

Any staff member who operates a vehicle for business is subject to the MVR Policy. This includes all staff operating city owned vehicles, personal vehicles for business purposes, or rental cars, only when rented for business purposes.

- All drivers must have a valid driver's license of the proper class and appropriate endorsements where necessary.
- Drivers must not drive and immediately notify their supervisor or Human Resources if their license has been suspended or revoked.
- Drivers must report all accidents and moving vehicle violations in any jurisdiction, including those received operating non-City owned vehicles used for business purposes to their supervisor or Human Resources.

• Employees using their personal vehicle for city business, must provide proof of insurance coverage with the appropriate amount of coverage.

This policy is effective July 1, 2021 for new hires; however, current City employees will be phased-in to this policy from July 2021 through December 2023 to allow ample time to address current violations that may be on the MVR. During the phasing-in period, current employee MVR's will be reviewed and addressed with the employee by the employee's supervisor. During the phase in period, for those employees with a score of up to eleven points, no formal action will be taken however the conversation regarding the employee's MVR will be documented and placed into the employee's personnel file. Employees who have 12 or more points will be issued a written warning rather than a one (1) day suspension, required to provide documentation of their successful completion of a behavior modification/attitudinal driving course and may incur the loss of city driving privileges. The employee will be placed on driver probation when points are 12 or more. After the 30-month grace period of phasing-in has expired, employee's MVR will be obtained and scored according to the Profile Points.

Prior to any employee driving a city vehicle, using their personal vehicle for business related purposes or driving a rental car for city relate business, Human Resources must be notified. Notification is to be received no later than 48 hours for Delaware Residents and seven (7) days for out of state residents. Human Resources will provide this policy to the employee and obtain a copy of the employee's valid driver's license and MVR.

The Human Resources Department will be responsible for conducting MVR reviews for all civilian employees and advising the employee's supervisor of any findings. MVRs for Delaware residents will be obtained through the Delaware Division of Motor Vehicle. For employees who resident in another state, the MVR will be obtained through a third party. If unattainable, the employee will be responsible for providing the MVR. MVR's will be reviewed for prospective employees after an offer of employment is accepted. This is considered a part of the new employee's background investigation. Existing employees MVR will be reviewed when employees need to drive for city related business. All employees that are subject to this policy will have their MVR reviewed no less than annually. The employee's record will be obtained during the month of the employee's birthday. MVR's will also be reviewed following any accident involving a City vehicle, a personal vehicle used for business purposes or a rental car used for business purposes. Drivers may be subject to more frequent reviews based on accumulated points and offense. The accumulation of 12 or more points on your MVR will result in revocation of city driving privileges and those whose job requires them to drive shall be subject to termination.

Employees with motor vehicle records which indicate revocation or suspension shall not be permitted to drive a city-owned vehicle or drive any vehicle in the performance of city duties, during the period of said revocation or suspension. Employees whose license has been revoked or suspended and whose position description requires the retention of a valid motor vehicle operator's license shall be subject to disciplinary action, including suspension or, in the case of revocation, up to termination.

**Driver Probation:** The employee will be placed on driver probation when points are 12 or more. The accumulation of 12 or more points on your MVR will result in revocation of city driving privileges and those whose job requires them to drive shall be subject to termination. Employees

whom are placed on driver probation by the City of Dover will have their MVR reviewed at least quarterly. New violations discovered at periodic review may result in progressive discipline up to and including dismissal.

| PROFILE POINTS/RISK CATEGORY |  |  |  |  |  |  |
|------------------------------|--|--|--|--|--|--|
| POINTS                       | CORRECTION ACTION GUIDELINES   |  |  |  |  |  |
| 1 TO 3                       | - Generally no action necessary  |  |  |  |  |  |
| 4 to 5                       | - Supervisor to discuss record and improvement with employee. Employee will be advised of responsibility to drive in a safe  |  |  |  |  |  |
|                              | and courteous manner in accordance with defensive driving principles.  |  |  |  |  |  |
| 6 TO 7                       | <ul> <li>Supervisor to discuss record and improvement with employee.</li> <li>Verbal warning</li> <li>Driver training – classroom defensive driving program. Driver to pay first \$50 of the training</li> </ul>   |  |  |  |  |  |
| 8 TO 11                      | <ul> <li>Supervisor to discuss record and improvement with employee.</li> <li>Written Warning</li> <li>Possible loss of city vehicle, to be determined on an individual basis based on offenses. This is to include the use of city vehicle for on-call purposes.</li> </ul>   |  |  |  |  |  |
| 12 OR MORE                   | <ul> <li>Supervisor to advise employee that his or her driving record has resulted in "revoked driving privileges."</li> <li>One (1) day unpaid suspension</li> <li>If the employee can no longer perform the essential functions of his or her position, or other job assignments are not an option, dismissal could result.</li> </ul> |  |  |  |  |  |

Employees enrolling and successfully completing the DUI first offender's program may retain their position, provided the individual agrees to random alcohol and/or drug testing at his or her cost as directed by the Human Resources Director. The City's Substance Abuse Policy as contained in the Personnel Policy shall apply. There must be another staff member able to drive and provide transportation for work related duties to the employee.

All drivers remain subject to the driving laws for the state of issuance and for the type of license held.

| Ticknow loagement.   |      |  |  |  |  |  |  |  |
|--|------|--|--|--|--|--|--|--|
| I have read and understand this policy. My signature below provides authorization for the City of Dover to obtain my motor vehicle record (MVR). |      |  |  |  |  |  |  |  |
| Employee Signature   | Date |  |  |  |  |  |  |  |
| Employee Name – Printed  |      |  |  |  |  |  |  |  |

### 46. **DONATED SICK LEAVE**

Aaknowladgomont

The City and DOE agree that any DOE member may voluntarily donate their own sick time to another DOE member to address a significant health issue of the employee and who has exhausted all of their own accumulated leave (sick, vacation, comp-time, etc.). Donations must be in eight hour increments and for immediate use by a DOE member. Employees are not limited on the number of hours they may donate. The donating employee must maintain a balance of 80 hours of sick leave. Donated leave is not to be used to pay wages already determined to be an offset under short-term disability. Employees who have submitted a notice of retirement, may not donate any excess balance that exceed the maximum permitted to sell back or use for terminal leave. Donated sick leave can only be used for time off related to the request.

Donations of sick time are to be paid to the recipient DOE member as sick time at the recipient DOE member's regular pay rate. Donations are considered taxable. The use of sick leave does not protect one's employment. FMLA would apply, if applicable.

All requests from DOE members and all solicitations to the DOE members will be conducted by DOE. The DOE President must submit notice of the donation in writing to the City's Human Resources Office. The parties agree that sick time donation is solely to assist a DOE member in present need and not to sick time for later use.

The city of Dover is indemnified for any legal matters related to the donated leave program.

In the event that the City promulgates a sick time donation policy for all City employees, the DOE reserves the right to opt-in all DOE members to the City policy.

#### 47. NEW EMPLOYEE HIRING INTAKE

The Union will be given a brief opportunity to meet with any new employee at their orientation with Human Resources whenever a new employee is hired for a job classification within the bargaining unit.

### 48. MECHANIC TOOL ALLOWANCE

Mechanics will receive an annual tool allowance of up to \$750 per calendar year for purchasing (or reimbursement for purchasing) tools necessary for the performance of their duties. Receipts must be provided for purchases of new tools. If previously purchased tools are broken or worn out, the mechanic will be reimbursed when the old tool(s) are turned in with a receipt for the replacement tool(s) they have purchased.

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

CITY OF DOVER DOVER ORGANIZATION OF EMPLOYEES BY: Dave Hugg Ron Stoner, Esq. City Manager Matthew Brown Human Resources Director Patricia Marney Interim Controller/Treasurer BY: Michael Stafford, Esq. Lead Negotiator

Nick Embert

# APPENDIX A

## JOB TITLES / GRADES ASSIGNMENTS July 1, 2024 - June 30, 2027

| CLERICAL / FINANCE                    | PAY GRADE  |
|---------------------------------------|------------|
| Account Clerk I                       | 15         |
| Account Clerk II                      | 18         |
| Computer Operator                     | <b>1</b> 5 |
| Customer Service Clerk I              | 18         |
| Customer Service Clerk II             | 21         |
| Field Service Rep I                   | 21         |
| Field Service Rep II                  | 22         |
| Key Punch Operator                    | 12         |
| Office Assistant I                    | 13         |
| Office Assistant II                   | 17         |
| Receptionist                          | 12         |
| LIBRARY                               | PAY GRADE  |
| Library Assistant                     | 17         |
| Library Clerk I                       | 13         |
| Library Clerk II                      | 14         |
| Library Page                          | 12         |
| Library Page (hired after 1/26/15)    | 12         |
| INSPECTIONS / PLANNING                | PAY GRADE  |
| Inspector I                           | 22         |
| Inspector I, Fire Marshal's Office    | 26         |
| Inspector II                          | 25         |
| Inspector II, Fire Marshal's Office   | 28         |
| Inspector Aid                         | 12         |
| Planning Technician                   | 17         |
| POLICE                                | PAY GRADE  |
| Animal Control Officer                | 18         |
| Communications Operator               | 23         |
| Parking Enforcement Officer           | 17         |
| Evidence Technician                   | 21         |
| Police Clerk I                        | 18         |
| Police Clerk II                       | 22         |
| Police Clerk II/III (closed 12/22/15) | 25         |
| FIRE                                  | PAY GRADE  |
| Fire Dispatcher                       | 23         |
| WAREHOUSE PURCHASING                  | PAY GRADE  |
| Central Mailroom Clerk                | 13         |
| Inventory Clerk                       | 15         |
| Material Expeditor                    | 17         |
| Storekeeper/Buyer I                   | 19         |
| Storekeeper/Buyer II                  | 21         |
| VEHICLE MAINTENANCE                   | PAY GRADE  |
| Mechanic Helper                       | 12         |
| Mechanic I                            | 22         |
| Mechanic II                           | 26         |

| LABOR, TRADES AND TRANSPORTATION        | PAY GRADE |
|---|-----------|
| CAD Technician                          | 23        |
| Construction Inspector                  | 26        |
| Public Works Inspector                  | 25        |
| BUILDING MAINTENANCE                    | PAY GRADE |
| Building Maintenance Craftsperson I     | 18        |
| Building Maintenance Craftsperson II    | 20        |
| Building Maintenance Craftsperson III   | 22        |
| Building Maintenance Utility Technician | 17        |
| Custodian I                             | 12        |
| Custodian II                            | 13        |
| GROUNDS MAINTENANCE                     | PAY GRADI |
| Arborist                                | 20        |
| Crew Leader                             | 24        |
| Laborer I                               | 15        |
| Laborer II                              | 18        |
| Lead Laborer                            | 22        |
| MEO I                                   | 17        |
| MEO II                                  | 20        |
| Gardener I                              | 20        |
| Gardener II                             | 22        |
| Small Enginer Mechanic                  | 21        |
| SANITATION / STREETS / CONSTRUCTION /   |           |
| WATER / WASTEWATER                      | PAY GRAD  |
| Crew Leader                             | 24        |
| Heavy Equipment Operator I              | 22        |
| Heavy Equipment Operator II             | 23        |
| Laborer I                               | 15        |
| Laborer II                              | 18        |
| Lead Laborer                            | 22        |
| MEO I                                   | 17        |
| MEO II                                  | 20        |
| MEO III                                 | 22        |
| Sign/Street Painter                     | 20        |
| Utility Construction Worker             | 21        |
| Utility Construction Crew Leader        | 25        |
| Utility Locator I                       | 14        |
| Utility Locator II                      | 1.6       |
| Utility Maintenance Mechanic I          | 22        |
| Utility Maintenance Mechanic II         | 26        |
| Water Service Person                    | 23        |
| Water Treatment Plant Operator I        | 22        |
| Water Treatment Plant Operator II       | 26        |

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Exhibit B DOE Wage Scale July 1, 2024 - June 30, 2025

|       | 1     | 2     | 3     | 4     | 5     | 6     | 7     | 8     | 9     | 10    | 11    |
|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
|       | Step  |
| Grade | Α     | В     | C     | D     | E     | F     | G     | H     | I     | j     | К     |
| 12    | 16.01 | 16.28 | 16.78 | 17.28 | 17.81 | 18.28 | 18.77 | 19.26 | 19.78 | 20.32 | 20.84 |
| 13    | 16.60 | 16.89 | 17.41 | 17.95 | 18.49 | 18.99 | 19.48 | 20.01 | 20.54 | 21.09 | 21.65 |
| 14    | 17.23 | 17.53 | 18.07 | 18.63 | 19.20 | 19.72 | 20.23 | 20.78 | 21.34 | 21.91 | 22.50 |
| 15    | 17.90 | 18.22 | 18.77 | 19.35 | 19.95 | 20.49 | 21.03 | 21.61 | 22.18 | 22.78 | 23.40 |
| 16    | 18.58 | 18.90 | 19.48 | 20.10 | 20.72 | 21.28 | 21.86 | 22.43 | 23.05 | 23.67 | 24.32 |
| 17    | 19.28 | 19.62 | 20.23 | 20.87 | 21.52 | 22.11 | 22.71 | 23.32 | 23.95 | 24.59 | 25.27 |
| 18    | 20.05 | 20.40 | 21.04 | 21.70 | 22.39 | 22.99 | 23.63 | 24.26 | 24.91 | 25.61 | 26.30 |
| 19    | 20.91 | 21.28 | 21.94 | 22.65 | 23.35 | 23.98 | 24.65 | 25.33 | 26.02 | 26.72 | 27.46 |
| 20    | 21.83 | 22.22 | 22.94 | 23.66 | 24.42 | 25.07 | 25.75 | 26.45 | 27.20 | 27.96 | 28.70 |
| 21    | 22.78 | 23.19 | 23.93 | 24.70 | 25.48 | 26.19 | 26.89 | 27.62 | 28.39 | 29.19 | 29.99 |
| 22    | 23.78 | 24.22 | 25.00 | 25.79 | 26.61 | 27.33 | 28.08 | 28.86 | 29.66 | 30.50 | 31.35 |
| 23    | 24.82 | 25.27 | 26.08 | 26.91 | 27.78 | 28.57 | 29.35 | 30.16 | 31.00 | 31.87 | 32.76 |
| 24    | 25.92 | 26.40 | 27.24 | 28.13 | 29.03 | 29.83 | 30.66 | 31.52 | 32.41 | 33.31 | 34.24 |
| 25    | 27.05 | 27.57 | 28.45 | 29.39 | 30.34 | 31.15 | 32.02 | 32.92 | 33.84 | 34.80 | 35.77 |
| 26    | 28.25 | 28.78 | 29.70 | 30.69 | 31.67 | 32.53 | 33.44 | 34.38 | 35.35 | 36.34 | 37.35 |
| 27    | 29.49 | 30.05 | 31.01 | 32.03 | 33.06 | 33.95 | 34.90 | 35.87 | 36.88 | 37.91 | 38.98 |
| 28    | 30.78 | 31.37 | 32.37 | 33.44 | 34.51 | 35.44 | 36.43 | 37.46 | 38.50 | 39.58 | 40.69 |

### Exhibit B DOE Wage Scale July 1, 2024 - June 30, 2025

|       | 12    | 13    | 14    | 15    | 16    | 17    | 18    | 19    | 20    | 21    | 22    |
|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
|       | Step  |
| Grade | L     | M     | N     | 0     | Р     | Q     | R     | \$    | Т     | U     | V     |
| 12    | 21.40 | 21.98 | 22.38 | 22.78 | 23.19 | 23.61 | 24.05 | 24.49 | 24.92 | 25.30 | 25.68 |
| 13    | 22.25 | 22.85 | 23.27 | 23.69 | 24.12 | 24.55 | 25.01 | 25.46 | 25.92 | 26.31 | 26.70 |
| 14    | 23.11 | 23.74 | 24.17 | 24.62 | 25.07 | 25.52 | 25.99 | 26.46 | 26.94 | 27.36 | 27.76 |
| 15    | 24.04 | 24.71 | 25.15 | 25.62 | 26.08 | 26.57 | 27.05 | 27.55 | 28.05 | 28.47 | 28.90 |
| 16    | 24.97 | 25.67 | 26.13 | 26.62 | 27.11 | 27.60 | 28.11 | 28.63 | 29.17 | 29.60 | 30.05 |
| 17    | 25.96 | 26.67 | 27.17 | 27.67 | 28.17 | 28.69 | 29.22 | 29.77 | 30.32 | 30.77 | 31.23 |
| 18    | 27.03 | 27.77 | 28.28 | 28.80 | 29.33 | 29.87 | 30.43 | 30.99 | 31.57 | 32.04 | 32.52 |
| 19    | 28.22 | 29.00 | 29.54 | 30.08 | 30.64 | 31.21 | 31.78 | 32.39 | 32.99 | 33.48 | 33.99 |
| 20    | 29.52 | 30.33 | 30.89 | 31.46 | 32.05 | 32.64 | 33.25 | 33.88 | 34.51 | 35.02 | 35.55 |
| 21    | 30.82 | 31.69 | 32.28 | 32.88 | 33.49 | 34.12 | 34.76 | 35.42 | 36.07 | 36.61 | 37.16 |
| 22    | 32.22 | 33.12 | 33.74 | 34.36 | 35.01 | 35.67 | 36.34 | 37.02 | 37.72 | 38.28 | 38.86 |
| 23    | 33.68 | 34.62 | 35.26 | 35.92 | 36.61 | 37.29 | 37.99 | 38.70 | 39.43 | 40.02 | 40.62 |
| 24    | 35.21 | 36.18 | 36.86 | 37.56 | 38.24 | 38.98 | 39.72 | 40.46 | 41.23 | 41.86 | 42.49 |
| 25    | 36.77 | 37.80 | 38.51 | 39.25 | 39.95 | 40.71 | 41.48 | 42.23 | 43.04 | 43.68 | 44.33 |
| 26    | 38.40 | 39.47 | 40.22 | 40.99 | 41.72 | 42.52 | 43.33 | 44.10 | 44.94 | 45.61 | 46.30 |
| 27    | 40.06 | 41.18 | 41.97 | 42.77 | 43.53 | 44.36 | 45.20 | 46.02 | 46.89 | 47.59 | 48.30 |
| 28    | 41.82 | 42.99 | 43.81 | 44.64 | 45.45 | 46.31 | 47.19 | 48.03 | 48.95 | 49.68 | 50.43 |

For any employee hired after July 1, 2021, upon hire, management reserves the right to place new hires in Step A-E.

Exhibit C DOE Wage Scale July 1, 2025 - June 30, 2026

|       | 1     | 2     | 3     | 4     | 5     | 6     | 7     | 8     | 9     | 10    | 11    |
|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
|       | Step  |
| Grade | Α     | В     | С     | D     | E     | F     | G     | Н     | 1     | J     | K     |
| 12    | 16.65 | 16.93 | 17.45 | 17.98 | 18.52 | 19.01 | 19.53 | 20.03 | 20.57 | 21.13 | 21.68 |
| 13    | 17.27 | 17.57 | 18.11 | 18.66 | 19.22 | 19.75 | 20.26 | 20.81 | 21.37 | 21.94 | 22.52 |
| 14    | 17.92 | 18.23 | 18.79 | 19.38 | 19.97 | 20.51 | 21.04 | 21.61 | 22.20 | 22.79 | 23.40 |
| 15    | 18.61 | 18.94 | 19.53 | 20.13 | 20.75 | 21.31 | 21.87 | 22.48 | 23.07 | 23.69 | 24.34 |
| 16    | 19.32 | 19.66 | 20.26 | 20.90 | 21.55 | 22.13 | 22.73 | 23.33 | 23.97 | 24.62 | 25.30 |
| 17    | 20.05 | 20.41 | 21.04 | 21.70 | 22.38 | 22.99 | 23.62 | 24.25 | 24.91 | 25.58 | 26.29 |
| 18    | 20.85 | 21.22 | 21.88 | 22.57 | 23.28 | 23.91 | 24.57 | 25.23 | 25.91 | 26.63 | 27.35 |
| 19    | 21.74 | 22.13 | 22.82 | 23.55 | 24.28 | 24.94 | 25.64 | 26.34 | 27.06 | 27.79 | 28,56 |
| 20    | 22.70 | 23.11 | 23.85 | 24.61 | 25.39 | 26.07 | 26.78 | 27.51 | 28.29 | 29.07 | 29.85 |
| 21    | 23.69 | 24.12 | 24.89 | 25.68 | 26.50 | 27.23 | 27.96 | 28.73 | 29.53 | 30.35 | 31.19 |
| 22    | 24.74 | 25.19 | 26.00 | 26.82 | 27.67 | 28.43 | 29.20 | 30.01 | 30.85 | 31.72 | 32.60 |
| 23    | 25.81 | 26.29 | 27.13 | 27.99 | 28.89 | 29.71 | 30.53 | 31.37 | 32.24 | 33.14 | 34.07 |
| 24    | 26.95 | 27.46 | 28.33 | 29.26 | 30.19 | 31.02 | 31.88 | 32.78 | 33.70 | 34.64 | 35.61 |
| 25    | 28.14 | 28.68 | 29.59 | 30.57 | 31.55 | 32.40 | 33.30 | 34.24 | 35.20 | 36.19 | 37.20 |
| 26    | 29.37 | 29.93 | 30.89 | 31.92 | 32.94 | 33.83 | 34.78 | 35.76 | 36.76 | 37.79 | 38.85 |
| 27    | 30.67 | 31,25 | 32.25 | 33.31 | 34.38 | 35.31 | 36.30 | 37.31 | 38.35 | 39.43 | 40.54 |
| 28    | 32.01 | 32.63 | 33.67 | 34.78 | 35.89 | 36.86 | 37.89 | 38.95 | 40.04 | 41.16 | 42.31 |

### Exhibit C DOE Wage Scale July 1, 2025 - June 30, 2026

|       | 12    | 13    | 14    | 15    | 16    | 17    | 18    | 19    | 20    | 21    | 22    |
|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
|       | Step  |
| Grade | L     | M     | N     | 0     | Р     | Q     | R     | \$    | Т     | U     | V     |
| 12    | 22.26 | 22.86 | 23.27 | 23.69 | 24.12 | 24.55 | 25.02 | 25.47 | 25.92 | 26.31 | 26.71 |
| 13    | 23.14 | 23.77 | 24.20 | 24.64 | 25.08 | 25.53 | 26.01 | 26.48 | 26.95 | 27.36 | 27.77 |
| 14    | 24.04 | 24.69 | 25.13 | 25.61 | 26.07 | 26.54 | 27.03 | 27.52 | 28.02 | 28.45 | 28.87 |
| 15    | 25.00 | 25.69 | 26.16 | 26.64 | 27.13 | 27.63 | 28.14 | 28.65 | 29.17 | 29.61 | 30.05 |
| 16    | 25.97 | 26.69 | 27.18 | 27.69 | 28.19 | 28.71 | 29.24 | 29.77 | 30.33 | 30.79 | 31.25 |
| 17    | 27.00 | 27.74 | 28.26 | 28.77 | 29.30 | 29.84 | 30.39 | 30.96 | 31.53 | 32.00 | 32.47 |
| 18    | 28.12 | 28.88 | 29.41 | 29.96 | 30.51 | 31.06 | 31.65 | 32.23 | 32.83 | 33.33 | 33.82 |
| 19    | 29.35 | 30.16 | 30.72 | 31.28 | 31.86 | 32.45 | 33.06 | 33.68 | 34.30 | 34.82 | 35.35 |
| 20    | 30.70 | 31.54 | 32.13 | 32.72 | 33.34 | 33.95 | 34.58 | 35.23 | 35.89 | 36.43 | 36.97 |
| 21    | 32.06 | 32.96 | 33.57 | 34.20 | 34.83 | 35.49 | 36.15 | 36.83 | 37.51 | 38.07 | 38.64 |
| 22    | 33.51 | 34.44 | 35.09 | 35.74 | 36.41 | 37.09 | 37.79 | 38.50 | 39.22 | 39.82 | 40.42 |
| 23    | 35.03 | 36.01 | 36.67 | 37.36 | 38.07 | 38.78 | 39.51 | 40.25 | 41.01 | 41.62 | 42.25 |
| 24    | 36.62 | 37.63 | 38.33 | 39.06 | 39.77 | 40.54 | 41.31 | 42.08 | 42.88 | 43.53 | 44.19 |
| 25    | 38.24 | 39.31 | 40.05 | 40.82 | 41.55 | 42.33 | 43.14 | 43.92 | 44.76 | 45.42 | 46.10 |
| 26    | 39.93 | 41.05 | 41.83 | 42.63 | 43.39 | 44.22 | 45.06 | 45.87 | 46.74 | 47.44 | 48.15 |
| 27    | 41.67 | 42.83 | 43.65 | 44.48 | 45.27 | 46.13 | 47.01 | 47.86 | 48.76 | 49.49 | 50.24 |
| 28    | 43.50 | 44.71 | 45.56 | 46.43 | 47.26 | 48.16 | 49.07 | 49.96 | 50.90 | 51.67 | 52.44 |

For any employee hired after July 1, 2021, upon hire, management reserves the right to place new hires in Step A-E.

Exhibit D DOE Wage Scale July 1, 2026 - June 30, 2027

|       | 1     | 2     | 3     | 4     | 5     | 6     | 7     | 8     | 9             | 10    | 11    |
|-------|-------|-------|-------|-------|-------|-------|-------|-------|---------------|-------|-------|
|       | Step          | Step  | Step  |
| Grade | Α     | В     | С     | D     | E     | F     | G     | Н     | ı             | J     | K     |
| 12    | 17.32 | 17.61 | 18.15 | 18.69 | 19.27 | 19.77 | 20.31 | 20.83 | 21.39         | 21.97 | 22.55 |
| 13    | 17.96 | 18.27 | 18.83 | 19.41 | 19.99 | 20.54 | 21.07 | 21.64 | 22.22         | 22.81 | 23.42 |
| 14    | 18.64 | 18.96 | 19.55 | 20.15 | 20.77 | 21.33 | 21.89 | 22.48 | 23.08         | 23.70 | 24.34 |
| 15    | 19.36 | 19.70 | 20.31 | 20.93 | 21.58 | 22.17 | 22.75 | 23.37 | <b>2</b> 3.99 | 24.64 | 25.31 |
| 16    | 20.09 | 20.44 | 21.07 | 21.74 | 22.41 | 23.02 | 23.64 | 24.26 | 24.93         | 25.60 | 26.31 |
| 17    | 20.86 | 21.22 | 21.89 | 22.57 | 23.27 | 23.91 | 24.56 | 25.22 | 25.90         | 26.60 | 27.34 |
| 18    | 21.68 | 22.06 | 22.76 | 23.47 | 24.21 | 24.86 | 25.56 | 26.24 | 26.95         | 27.70 | 28.45 |
| 19    | 22.61 | 23.02 | 23.73 | 24.49 | 25.25 | 25.94 | 26.67 | 27.39 | 28.14         | 28.90 | 29.70 |
| 20    | 23.61 | 24.03 | 24.81 | 25.59 | 26.41 | 27.11 | 27.85 | 28.61 | 29.42         | 30.24 | 31.04 |
| 21    | 24.64 | 25.09 | 25.88 | 26.71 | 27.56 | 28.32 | 29.08 | 29.88 | 30.71         | 31.57 | 32.44 |
| 22    | 25.73 | 26.20 | 27.03 | 27.90 | 28.78 | 29.56 | 30.37 | 31.21 | 32.08         | 32.99 | 33.91 |
| 23    | 26.84 | 27.34 | 28.21 | 29.11 | 30.05 | 30.90 | 31.75 | 32.62 | 33.53         | 34.47 | 35.43 |
| 24    | 28.03 | 28.56 | 29.46 | 30.43 | 31.40 | 32.26 | 33.16 | 34.09 | 35.05         | 36.02 | 37.03 |
| 25    | 29.26 | 29.82 | 30.77 | 31.79 | 32.81 | 33.70 | 34.64 | 35.61 | 36.61         | 37.64 | 38.69 |
| 26    | 30.55 | 31.13 | 32.13 | 33.19 | 34.26 | 35.18 | 36.17 | 37.19 | 38.23         | 39.30 | 40.40 |
| 27    | 31.89 | 32.50 | 33.54 | 34.65 | 35.76 | 36.72 | 37.75 | 38.80 | 39.89         | 41.01 | 42.16 |
| 28    | 33.29 | 33.93 | 35.02 | 36.17 | 37.32 | 38.33 | 39.40 | 40.51 | 41.64         | 42.81 | 44.01 |

### Exhibit D DOE Wage Scale July 1, 2026 - June 30, 2027

|       | 12    | 13    | 14    | 15    | 16    | 17    | 18    | 19    | 20    | 21    | 22    |
|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
|       | Step  |
| Grade | · L   | M     | N     | 0     | Р     | Q     | R     | S     | Т     | U     | ٧     |
| 12    | 23,15 | 23.78 | 24.20 | 24.64 | 25.09 | 25.53 | 26.02 | 26.49 | 26.96 | 27.36 | 27.77 |
| 13    | 24.07 | 24.72 | 25,17 | 25.62 | 26.08 | 26.55 | 27.05 | 27.54 | 28.03 | 28.46 | 28.88 |
| 14    | 25.00 | 25.68 | 26.14 | 26.63 | 27.11 | 27.61 | 28.11 | 28.62 | 29.14 | 29.59 | 30.02 |
| 15    | 26.00 | 26.72 | 27.20 | 27.71 | 28.21 | 28.74 | 29.26 | 29.80 | 30.34 | 30.80 | 31.26 |
| 16    | 27.01 | 27.76 | 28.27 | 28.79 | 29.32 | 29.86 | 30.40 | 30.96 | 31.55 | 32.02 | 32.50 |
| 17    | 28.08 | 28.85 | 29.39 | 29.92 | 30.47 | 31.03 | 31.60 | 32.20 | 32.79 | 33.28 | 33.77 |
| 18    | 29.24 | 30.04 | 30.58 | 31.15 | 31.73 | 32.31 | 32.91 | 33.52 | 34.14 | 34.66 | 35.17 |
| 19    | 30.53 | 31.37 | 31.95 | 32.53 | 33.14 | 33.75 | 34.38 | 35.03 | 35.68 | 36.21 | 36.76 |
| 20    | 31.93 | 32,80 | 33.42 | 34.03 | 34.67 | 35.31 | 35.97 | 36.64 | 37.32 | 37.88 | 38.45 |
| 21    | 33.34 | 34.28 | 34.92 | 35.57 | 36.23 | 36.91 | 37.59 | 38.31 | 39.01 | 39.60 | 40.19 |
| 22    | 34.85 | 35.82 | 36.49 | 37.17 | 37.87 | 38.58 | 39.30 | 40.04 | 40.79 | 41.41 | 42.04 |
| 23    | 36.43 | 37.45 | 38.14 | 38,86 | 39.60 | 40.33 | 41.10 | 41.86 | 42.65 | 43.29 | 43.94 |
| 24    | 38.08 | 39.14 | 39.86 | 40.63 | 41.36 | 42.16 | 42.96 | 43.76 | 44.60 | 45.27 | 45.95 |
| 25    | 39.77 | 40.88 | 41.65 | 42.45 | 43.21 | 44.03 | 44.87 | 45.67 | 46.55 | 47.24 | 47.95 |
| 26    | 41.53 | 42.70 | 43.50 | 44.33 | 45.13 | 45.99 | 46.86 | 47.70 | 48.61 | 49.33 | 50.07 |
| 27    | 43,33 | 44.54 | 45.39 | 46.26 | 47.08 | 47.98 | 48.89 | 49.77 | 50.71 | 51.47 | 52.25 |
| 28    | 45.24 | 46.50 | 47.39 | 48.28 | 49.16 | 50.08 | 51.04 | 51.95 | 52.94 | 53.73 | 54.54 |

For any employee hired after July 1, 2021, upon hire, management reserves the right to place new hires in Step A-E.