LEGISLATIVE, FINANCE, AND ADMINISTRATION COMMITTEE
A G E N D A

AUGUST 13, 2012 - 6:00 P.M.

CITY HALL COUNCIL CHAMBERS
15 LOOCKERMAN PLAZA
DOVER, DELAWARE

Public comments are welcomed on any item and will be permitted at appropriate times. When possible, please notify the City Clerk (736-7008 or e-mail at CityClerk@dover.de.us) should you wish to be recognized.

AGENDA ADDITIONS/DELETIONS

1. Request for Proposals - Banking Services

2. Salary and Benefits Compensation Comparison Committee Report

3. Adjournment by 7:00 P.M.

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THE AGENDA ITEMS AS LISTED MAY NOT BE CONSIDERED IN SEQUENCE. THIS AGENDA IS SUBJECT TO CHANGE TO INCLUDE THE ADDITION OR THE DELETION OF ITEMS, INCLUDING EXECUTIVE SESSIONS.

ACTION FORM

PROCEEDING: Legislative, Finance & Administration Committee	**AGENDA ITEM NO: 8/13/12 -**
DEPARTMENT OF ORIGIN: Finance	**DATE SUBMITTED**: August 6, 2012
PREPARED BY: Donna Mitchell, Controller/Treasurer	
SUBJECT: Banking & Cash Management Services	
APPROVALS: City Council	
EXHIBITS: Evaluation Scores & Analysis	
EXPENDITURE REQUIRED: Bank fees are netted against interest income. **AMOUNT BUDGETED**: $57,900.00 **FUNDING SOURCE (Dept./Page in CIP & Budget)**: General Fund	
TIMETABLE: Dependent upon Council Approval.	
RECOMMENDED ACTION: To approve bank service recommendation as indicated below.	

BACKGROUND

The City solicited proposals for bank services. We received proposals from four banks. The proposals were evaluated by a team selected from the Finance, Administrative Services and Information Technology Departments. A considerable amount of information was requested in the RFP and additional information was submitted to the City in response to three addendums. The RFP required each bank to submit their current audited financial statement including footnotes and the auditor's opinion. It also required each bank to submit their current Securities and Exchange Commission Form 10K or Form 10Q. The submission and review of these statements are imperative to the City of Dover's due diligence to ensure the security of the City's assets. The RFP requested a copy of each bank's 'SAS' 70. This statement is prepared by independent auditors and attests to the banks internal controls in regards to their on line banking tools which will be utilized by the City of Dover. This last piece of due diligence ensures the City of Dover's funds are safe guarded while being transferred using the banks on line software.

We received a mix of responses in regards to the City's requirement to submit the above reports. The mix of responses is reflected in the Summary Scoring Sheet attached. In today's economy, especially with all of the changes occurring in the banking industry, it is critical the City of Dover perform as much due diligence as possible before selecting a bank.

We also gave each bank the opportunity to meet with our banking RFP selection team to present their proposal. This provided each potential bank the opportunity to share additional information that could be helpful to the analysis process. It also gave the team an opportunity to finalize any outstanding questions.

We scored all the proposals on several factors that included quality, reputation, location of branches, ability to meet the City's Cash Management requirements, completeness of their proposal, record of performance, technology, future enhancements, government banking experience and the qualifications of the team assigned to the City of Dover. The pricing score is based on a calculation that includes the proposed net earnings using each banks net service fees and interest rates applied to calendar year 2011's average balance and transaction activity. All four banks provided Earnings Credits or Interest but only one bank guaranteed the Interest rate over the life of the contract. One of the banks agreed to waive all monthly bank service fees except for the lockbox.

We also included two ratios taken from each bank's 2011 Annual Report, Tier 1 Capital Ratio and Total Risk Based Capital Ratio. Risk-based capital requirements exist to protect the bank, their investors and customers and the economy as a whole. Placement of risk-based capital requirements ensure that each financial institution has enough capital to sustain operating losses while maintaining a safe and efficient market.

References were checked for the recommended bank with good results.

RECOMMENDATION

The Finance Department recommends awarding the City's banking services to WSFS Bank.

Bank Services RFP

Evaluation Scores

	Criteria	Possible Points	Citizens	M & T	Wells Fargo	WSFS
1	Quality, reputation for reliability and method of service. The ability to economically process a large volume of items; have a competitive availability schedule; location of retail branch, and flexibility of deposit deadlines.	(0-13)	13	12	11	12
2	Ability to meet all current Cash Management requirements as described in this RFP.	(0-13)	13	12	12	11
3	Completeness of proposals including creativity and comprehensiveness. The degree to which the City's Performance specifications and questionnaire are addressed by the vendor.	(0-23)	19	19	23	22
4	Record of performance	(0-5)	5	5	5	5
5	Familiarity with City & Governmental Banking	(0-2)	2	2	2	2
6	Distribution of work	(0-2)	2	2	2	2
7	Special criteria: Additional services offered to City and residents. Ability to meet future needs, including a commitment to maintain a leading edge in the banking community and a sense of innovation and creativity.	(0-8)	7	8	8	8
8	Price (including cost of services, and rates offered for open repurchase and/or earning credit)	(0-34)	24	23	25	30
9	Total	(0-100)	85	82	87	90

Pricing					
Interest less Fees		X	X	X	
Interest/Waived Fees					X

Ratios	Regulatory Well Capitalized Minimum	Citizens	M&T	Wells Fargo	WSFS
Tier 1 Capital Ratio	6.00%	13.85	9.67	11.33	12.18
Total Risk Based Capital Ratio	10.00%	15.11	13.26	14.76	13.43

Salary and Benefits Compensation Comparison Committee
Summary report
June 2012

In 2011 Dover City Council directed the Legislative Finance and Administration Committee to establish a committee consisting of citizens to compare City of Dover municipal employee salary and benefit packages to the salary and employee benefits provided by other state and local governments. No direct guidance was provided to the committee.

Substantially all of the materials and information used by the committee in the course of its deliberations was provided to the committee by the Office of the City Clerk. The committee determined to study state, county, and select municipalities situated in Delaware.

The committee quickly faced a challenge when making direct comparisons of job classifications between municipalities. The scope of responsibility and duties assigned to a position classification were not identical from municipality to municipality. This makes comparisons of positions with the same job classification from town to town more difficult.

The term "committee" used in this report refers only to the "Salary and Benefits Compensation Comparison Committee."

Section I. International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers/Communication Workers of America, Local 88315

There are approximately 140 positions within the City of Dover represented by the International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers/Communication Workers of America, Local 88315 (hereinafter the "IUE/CWA"). An illustration of the types of job classifications within this section of the comparison include: Customer Service Clerks, Library Clerks, Office Assistants, Police Clerks, Account Clerks, Library Assistants and Central Maintenance Clerks. An observation made by the committee was that many position titles in different departments have a similar scope and responsibilities.

The pay for IUE/CWA positions was determined to be consistent with requirements of the Collective Bargaining Agreement (CBA)[1]. Salary ranges within the IUE/CWA appear to be consistent with similarly classified employees in the other municipalities reviewed by the committee.[2]

Within the City of Dover, it was determined that approximately half of IUE/CWA employees were paid at the top of the range for their respective pay grades. If accurate, the high number of workers at the top of their applicable pay ranges could limit career mobility, advancement, and promotional opportunities within the City. The high percentage of employees already at or nearing the highest pay grade also may create pressure to increase salary rates or create new classification grades to provide opportunity for additional advancement within the City.

[1] Exhibit A. Collective Bargaining Agreement between the IUE-CWA-AFL-CIO and its affiliate Local 88315-Dover Organization of Employees and the City of Dover (2010-12)
[2]Municipalities of Dover, Harrington, Lewes, Middletown, Milford, New Castle, Newark, Seaford, Smyrna, Wilmington; State of Delaware; Counties of Kent, New Castle, and Sussex

Section II. Non-Bargaining Unit Employees

The term "non-bargaining unit employee" refers to those Dover city positions that are not represented by a union. Included within this classification are office directors, managers, and supervisors. Employees represented by Dover's unions were not reviewed by this section of the committee. The CBAs do not cover non-bargaining unit employees.

Members of the committee interviewed Kim Hawkins, the City of Dover Human Resources Director, for this review. It was determined that the City has not experienced substantial job turnover in years.[3] When vacancies have occurred, there has been no shortage of candidates making application for the vacancy.

The City of Dover "Pay for Performance" policy requires that non-bargaining unit employees be granted salary increases at the same rate as those salary increases given to the Dover union employees from the collective bargaining process[4] [5]. As a result, employees in the non-bargaining unit have continued to experience pay increases during the recent recession whereas salaries in the private sector have typically remained stagnant during the recession.[6]

Of the eighty five classifications reviewed, it is the assessment of the committee that eighty of the eighty five are within the ranges for the assigned grade levels. Four positions were observed to have compensation above the maximum for the grade level[7].

Information and data provided to the committee by the City Clerk from ten Delaware municipalities was reviewed for position matches, and salaries were compared against Dover non-bargaining unit positions[8]. Job titles were used for comparison matches; 119 title matches were found. The overall observation of the committee is that Dover city non-bargaining unit employees are compensated within the range of the pay grade classifications compared against similar positions in other municipalities. This observation was clearer when comparing senior grade positions, but not as prevalent for positions in lower grade tiers.

A reason suspected to explain this trend is that employees remaining with the City for long terms accumulate experience and tends to remain with the City rather than leave for positions with the State or the private sector. No evidence was provided indicating that the City was facing of shortage of applications for vacant positions.

[3] Exhibit B. City Clerk: City of Dover: Turnover, 2010-11.
[4] Exhibit C. City of Dover Pay for Performance policy
[5] In its internal deliberation, the committee observed that the Pay for Performance policy which links non-benefit unit employee salary increases to the rates of union salaries would appear to be a direct conflict of interest for any city management official responsible for negotiating a collective bargaining agreement with Dover's labor unions standing to benefit from agreeing to an increase. It was also observed that Dover's non-bargaining unit employees also benefit from a pay for performance program allowing management to conflate one-time annual bonuses (as reward for current performance) with permanent pay increases. That, and the pay parity clause with the three Dover city unions resulted in pay for non-bargaining unit employees to be highly competitive. City personnel policies also allow an "obligation for parity" for non-bargaining unit employees regarding benefits granted to Dover's unions.
[6] *FOP Lodge # 15 and the City of Dover*, BIA 11-07-820, see p. 17
[7] Positions 109, 118, 122, and 130
[8] Municipalities of Dover, Harrington, Lewes, Middletown, Milford, New Castle, Newark, Seaford, Smyrna, Wilmington; State of Delaware; Counties of Kent, New Castle, and Sussex

Section III. International Brotherhood of Electrical Workers, Local 1238

The committee reviewed thirty five positions represented by the International Brotherhood of Electric Workers, Local 1238.[9] Assessments with comparable data were made where possible with information provided by the Clerks of Dover, Middletown, Milford, Newark and Seaford. It appears that of the nine municipalities in the state that have an electric function, Dover's would be among the most complex given its size, number of substations and its power generating capacity. This made comparisons for certain positions inherently difficult.

The committee met with Dover Electric Director Ron Lunt to obtain an overview of the duties and responsibility assigned to City electric workers.[10] Inquiries were also made of Newark Electric Director Rick Vitelli and the Delaware Electric Cooperative (DECO)[11].

The scope of responsibilities assigned to similarly titled positions vary from municipality to municipality. The smaller the municipality the more responsibility an employee may have, but the expertise required of a smaller municipality may not necessarily correspond to the expertise needed to service the more complicated Dover electrical department. Former Dover Electric Director Ron Lunt explained that he did not believe the Dover system to be comparable to other municipalities in the State. Retaining well trained employees is crucial to maintaining a well serviced system. Due to the specialized knowledge required to service Dover's system as compared to other municipalities, lateral movement from town to town does not occur often for employees moving to Dover, or for employees leaving Dover.

The overall assessment for electrical worker compensation was that salary/wage compensation reflected neither a pattern of significant over-compensation nor under-compensation. For example, Groundworker pay was below Newark and DECO, but consistent with Seaford and Milford. Lineman seemed to receive pay that fell within the range of the other municipalities. The engineering and systems related positions had no direct comparisons in the other municipalities, but did have similar positions at DECO. As compared to DECO, the pay for those positions was typically slightly lower than at DECO.

In general, the salary/wage comparison made with the DECO showed hourly rates paid to DECO employees were typically higher than those paid to City employees in similar positions.[12] However, the value of the benefit packages offered to DECO employees were not available to determine whether there was an overall disparity between the total private and public compensation packages.

[9] Exhibit D. Collective Bargaining Agreement between the International Brotherhood of Electric Workers Local 1238 and the City of Dover, Delaware, dated July 1, 2010 - June 30, 2013.
[10] Exhibit E. City of Dover position descriptions for T&D Engineering Coordinator, T&D Engineering Coordinator III, Electric Meter Tech I, Electric Meter Tech II, Lineworker Crew Leader, Lineworker 1st Class, Linework 2nd Class, Lineworker 3rd Class, Electrician.
[11] Exhibit F. City of Newark position descriptions for Electric Meter Technician, Electrician, Senior Lineman, Lineman 1st Class, Lineman 2nd Class, Junior Lineman, Electric Groundhand.
[12] Exhibit G. City Clerk, Dover IBEW Employee Chart

Section IV. Fraternal Order of Police, Lodge #15

As per the information provided from the binders, nine municipalities were reviewed from the FOP and compared to the Dover's Police Department positions[13] [14]. The findings were that out of the approximate eight police positions from Police Chief to Patrolman, it was revealed that Dover Police Department pay exceeded the Wilmington Police Department in four positions, which are as follows:

Position Title:	Pay Range:	Position Title:	Pay Range:
Dover Police Captain -	$97,760.00	Wilmington Police Captain -	$96,829.92
Dover Police Master Corporal -	$75,150.00	Wilmington Police Master Corporal -	$73,679.30
Dover Patrolman First Class -	$53,830.40	Wilmington Patrolman First Class -	$51,403.77
Dover Patrolman -	$45,094.40	Wilmington Patrolman -	$44,573.83
Newark Patrolman	$46,946.00		

*The salary figures above are taken from the Salary and Benefit Compensation Committee's binder.

As the City of Wilmington's population is 70,851 and is 1,243 short from doubling Dover's population which is 36,047 their Police Department is three times larger than Dover Police Department. The Wilmington Police Department force has approximately 334 police officers (4.56 officers per 1000 people) compared to Dover's Police Department's 92 police officers (2.43 officers per 1000 people).

The population of the City of Newark is 31,454. Newark employs approximately 64 police officers (2.36 officers per 1000 people). Even though the City of Newark has a smaller population and police force than Dover and Wilmington, their patrolman's starting salary exceeded both Dover and Wilmington.

The traffic and criminal arrests were reviewed and compared to Dover Police Department and the results are as follows:

*Municipality	Total Traffic and Criminal Arrests for the year 2011
Wilmington, PD	39,719
Dover, PD	24,153
Newark, PD	15,532
Middletown, PD	6,443

*This above information is from the four Police Departments.

The other Police Departments were too small to compare to Dover and did not exceed the larger municipalities' pay rate.

Section V. Benefits

The committee was provided with employee benefit plan data by the City Clerk for the following governments: the municipalities of Dover, Harrington, Middletown, Milford, City of New Castle, Newark, Seaford, Smyrna, and Wilmington; the counties of Kent, New Castle, and Sussex; and the State

[13] Exhibit H. Collective Bargaining Agreement between the Dover Police Department Members Fraternal Order of Police Lodge #15 and the City of Dover, Delaware, dated July 1, 2009 - June 30, 2012.
[14] Exhibit I. City of Dover position descriptions for Police Captain, Police Lieutenant, Police Sergeant, Police Corporal, Police Officer 1st Class, Police Officer.

of Delaware[15]. Among the factor data provided to the committee was annual leave grants, maximum leave carry over limits and "use or lose" policies, sick leave policies, bereavement leave policies, recognized holiday leave, employee healthcare contributions, Medicare options, dental insurance, retirement plans, and residency qualifications for employment[16].

In comparison to other Delaware municipalities Dover offers a package of personal, healthcare and retiree benefits that is within the range of benefits offered to employees in other municipalities. The number of personal and sick days provided to Dover employees (ranging from 6-days to 27-days dependent upon experience) falls within the allotment of days available to employees in the municipalities of Harrington, Middletown, Seaford, Smyrna, Wilmington, and all three counties[17]. Holiday leave made available to Dover employees (11-days) also is consistent with the number of holidays made available to other Delaware governments[18].

Dover employees are provided a 100% healthcare benefit and 75% city paid coverage for dependent family members[19]. Of the municipalities reviewed, only Dover, Harrington, Middletown, New Castle, and Kent County offered 100% city paid coverage for employee healthcare. The municipalities of Milford, Wilmington, Seaford, and Smyrna paid for between 85% and 98% of employee healthcare coverage[20]. Harrington requires city employees to pay 60% of dependent coverage, and Kent County 40% of dependent coverage, this was the highest employee contribution required for dependent coverage, the City of Dover rate is 25%.

The City of Dover offers vision and dental coverage to city employees, consistent with similar coverage offered by the other municipalities reviewed by the committee. However Dover employees are responsible for 100% of the insurance premiums for such plans.[21]

The City of Dover does not offer a defined benefit pension plan to non-union employees.[22] A defined benefit plan was formerly offered to city employees but is no longer available to employees hired after September 2009. All of the municipalities studied continue to provide a defined benefit pension plan, and/or participate in the State of Delaware Pension Plan.[23] Dover's vesting threshold is ten years, the highest threshold identified in the review[24]. Dover employees contribute 3.5% to retirement, also the highest contribution rate included in the study. The contribution rate applies to an employee's entire salary and no base salary is excluded from the computation[25]. The City of Dover was the only municipality that confirmed it offered a 401k or other form of deferred compensation plan to employees.

[15] Exhibit J. Benefit Comparison Among Government Entities for Management Employees. December 2011.
[16] Exhibit K. City of Dover Finance Department. Pay Plan & Benefit Comparisons.
[17] Exhibit J. Benefit Comparison Among Government Entities for Management Employees. December 2011.
[18] Exhibit J. Benefit Comparison Among Government Entities for Management Employees. December 2011.
[19] Exhibit J. Benefit Comparison Among Government Entities for Management Employees. December 2011.
[20] Exhibit J. Benefit Comparison Among Government Entities for Management Employees. December 2011.
[21] Exhibit J. Benefit Comparison Among Government Entities for Management Employees. December 2011.
[22] City of Dover Defined Benefit Pension Plan was closed to new members in September 2009. Exhibit J. Benefit Comparison Among Government Entities for Management Employees. December 2011.
[23] Dover, Harrington, Middletown, Milford, City of New Castle, Newark, Seaford, Smyrna, and Wilmington; the counties of Kent, New Castle, and Sussex County; and the State of Delaware
[24] Exhibit J. Benefit Comparison Among Government Entities for Management Employees. December 2011.
[25] Exhibit J. Benefit Comparison Among Government Entities for Management Employees. December 2011.

Life insurance and disability benefits are offered consistent with the form of insurance benefits offered in the compared municipalities, up to two times the annual salary of an employee without a cap on the benefit[26]. However unlike all of the other municipalities compared, Dover was the only city requiring an employee contribution (50%)[27].

Retiree health care coverage was mixed across the board. Dover, Middletown, Newark, Wilmington, and Kent County provide retiree health benefits. Dover and Kent County provided 100% coverage at no cost for the retired employee. Dover retirees contribute 25% of the health care cost for dependents, Kent County 40%[28]. Middletown covers 80% of the retiree care cost and Newark an amount equal to the non-Medicare premium rate at the time of retirement[29].

For non-unionized employees reaching age 65, employees are transferred to the retiree medical plan. Retirees are reimbursed 100% of the Medicare Part B premium. Dover is the only municipality reviewed that provides for the Medicare Part B reimbursement[30]. Seaford pays 50% of the cost of the Medicare Supplement Program, splitting the cost with employees. No other government in the State is reported to provide the Medicare Part B reimbursement. It should be noted that City of Dover unionized employees no longer receive the Medicare Part B benefit as a result of collective bargaining.

Summary.

The scope of review of the committee was to compare salaries and benefits of City of Dover employees against similar salaries and benefits of other municipalities. The municipalities under review were limited to Delaware and subgroups within the committee were provided flexibility to seek out those municipalities most comparable to their assigned employee classifications.

The mission of the committee is not to make specific recommendations on political issues such as pay increases or decreases, benefit adjustments or limitations, or the manpower levels with the city. The committee was asked to compare the compensation and benefits paid to City employees and determine whether city employees are compensated within the range of the respective pay grade in comparison to other municipalities in Delaware.

It is the general observation of this committee that the combined salary and benefit compensation packages paid to City of Dover employees compare favorably to other municipalities in Delaware. Scores of employee position classifications were provided by the City and reviewed. The position descriptions of each position did not always correspond with the same description from another government. Therefore it should be cautioned that direct position to position comparisons are not wise in all cases.

The pay grade data provided by the City Clerk revealed that city employees, in most cases, are compensated within the range of employees with the same job descriptions in other municipalities. There are exceptions to this observation from position to position and from city to city. No conclusory statements will be made by the committee as to whether City of Dover employees are underpaid, overpaid, or are overdue for salary adjustments etc. The wage matrixes provided by the City Clerk indicate to the committee that salaries paid to City of Dover employees are competitive.

[26] Exhibit J. Benefit Comparison Among Government Entities for Management Employees. December 2011.
[27] Exhibit J. Benefit Comparison Among Government Entities for Management Employees. December 2011.
[28] Exhibit J. Benefit Comparison Among Government Entities for Management Employees. December 2011.
[29] Exhibit J. Benefit Comparison Among Government Entities for Management Employees. December 2011.
[30] Dover City Manager, March, 2012

There will always be circumstances unique to individual employees based on their education and training that will make their services values to other employers. In such cases the City may be unable to retain such employees when limited to the resources available to the City to pay its employees.

Turnover within city departments was not articulated as a substantial problem in any of the four categories reviewed. It is noted that there are over 20-positions in the City presently vacant but not being filled, this vacancy figure is more than 30-positions including part time positions. The vacancies exist in multiple city departments. The decision whether or not to fill these vacant positions is a political question left to City Council, not this committee. If the City elects to fill the positions in the future, the salary and benefits of the positions will compare favorably to other government positions within municipalities, county, and state government.

A specific area of concern raised by employees during this review process is the status of the Medicare Part B health care benefit. This committee will not make a finding whether the Medicare Part B benefit should remain unchanged, be expanded, or be eliminated. The only comparative finding is that Dover is the only municipality in Delaware that still offers the Medicare Part B benefit. It should also be noted that the benefit has been eliminated through the collective bargaining process from the benefit packages provided to the City's unionized employees.

Healthcare coverage, employee and dependent, is a benefit provided to all employees within 45-days of the start date. The City's providing the health care benefit is consistent with other such benefits offered by municipalities across the State. Excluding dental and vision benefits, which are paid exclusively by the employee, the City is responsible for 100% of the cost of employee health care premiums, and 75% of dependent care expenses. This practice is consistent with government benefit practices across the State. The committee will make no comment about the prospect of increasing the employee contribution to health care costs consistent with perceived trends in state and local government, and private industry, where the percentage of an employee's contribution to their health care premiums has increased from an entirely funded employer paid benefit to a shared contribution.

The report of this committee will be delivered to the Legislative Finance, and Administration Committee which will then hold further public hearings regarding many of the areas addressed by this committee and report directly to City Council.

Members:

Richard Cook
Tim Horne
Manubhai "Mike" Karia
Prameela Kaza
Alan Machtinger
Adam Perza, Chair
Kim Warfield, Ph.D.

Exhibit A

AGREEMENT

BETWEEN

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

DOVER ORGANIZATION OF EMPLOYEES

AND

THE CITY OF DOVER, DELAWARE

JULY 1, 2010 - JUNE 30, 2012

AGREEMENT

BETWEEN

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

DOVER ORGANIZATION OF EMPLOYEES

AND

THE CITY OF DOVER, DELAWARE

JULY 1, 2010 - JUNE 30, 2012

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
	PREAMBLE	1
1	PURPOSE OF AGREEMENT	1
2	RECOGNITION	1
3	ORGANIZATION REPRESENTATIVES	1
4	MANAGEMENT	2
5	NO DISCRIMINATION	3
6	WORK DAYS AND WORK WEEK	3
7	REST PERIODS (BREAK)	4
8	SEVERE WEATHER EMERGENCY	4
9	MEALS DURING SEVERE WEATHER EMERGENCIES	5
10	OVERTIME	5
11	HOLIDAYS	6
12	VACATIONS	6
13	VACATION SELL BACK	7
14	SICK LEAVE	8
15	BEREAVEMENT LEAVE	9
16	FAMILY EMERGENCY	9
17	SALARIES	10
18	ON CALL & CALL IN PAY	10
19	SHIFT DIFFERENTIAL PAY	11
20	LONGEVITY PAY	11
21	HEALTH CARE INSURANCE PAYMENTS	12
22	VISION PLAN	12
23	DENTAL PLAN	12
24	RETIREMENT HEALTH CARE INSURANCE PAYMENTS	12
25	SHORT-TERM DISABILITY	13
26	COST OF LIVING INCREMENT	14
27	DEFERRED COMPENSATION RETIREMENT CONTRIBUTION	14
28	TERMINAL LEAVE	14
29	SAFETY SHOES, UNIFORM SHOES & UNIFORMS	15
30	CONTRACTING OUT	16
31	JOB OPENINGS AND PROMOTIONS	16
32	SENIORITY	17
33	PERSONNEL FILES	18
34	REDUCTION IN FORCE	18
35	GRIEVANCE PROCEDURE	19
36	STRIKE CLAUSE	20
37	DUES DEDUCTION	21
38	FUNDING	22
39	FAILURE IN PERFORMANCE OF DUTIES	22
40	ISSUANCE OF DISCIPLINE	22
41	PERSONNEL REQUEST	22
42	ZIPPER CLAUSE	23
43	TERMINATION OF THE AGREEMENT	23
44	NOTICES BETWEEN IUE-CWA/DOE AND THE CITY	23
45	SEVERABILITY CLAUSE	24
46	PRECEDENCE OF AGREEMENT	24
	APPENDIX A JOB TITLES/GRADE ASSIGNMENT	25
	APPENDIX B WAGE SCALES	26-27
	APPENDIX C GENERAL EMPLOYEES PENSION PLAN	28

AGREEMENT

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

1. PURPOSE OF THE AGREEMENT

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

2. RECOGNITION

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

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

3. ORGANIZATION REPRESENTATIVES

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

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

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

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

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

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

Areas for Union bulletin boards will be as follows:

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

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

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

4. MANAGEMENT

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

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

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

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

5. NO DISCRIMINATION

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

6. WORK DAYS AND WORK WEEK

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

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

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

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

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

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

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

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

7. REST PERIODS (BREAK)

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

8. SEVERE WEATHER EMERGENCY

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

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

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

9. MEALS DURING SEVERE WEATHER EMERGENCIES

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

10. OVERTIME

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

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

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

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

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

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

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

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

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

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

11. HOLIDAYS

The following days shall be considered to be paid holidays;

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

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

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

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

Holidays are considered as hours worked for payroll purposes.

12. VACATIONS

Vacations shall be earned as follows:

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

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

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

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

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

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

13. **VACATION SELL BACK**

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

Permanent Full Time

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

Eligible Permanent Part Time

6	2.5
9	2.5
10.5	5
12	5

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

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

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

14. SICK LEAVE

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

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

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

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

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

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

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

15. BEREAVEMENT LEAVE

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

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

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

16. FAMILY EMERGENCY

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

17. **SALARIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. SHIFT DIFFERENTIAL PAY

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

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

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

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

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

20. LONGEVITY PAY

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

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

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

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

The longevity amounts are not cumulative.

21. HEALTH CARE INSURANCE PAYMENTS

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

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

22. VISION PLAN

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

23. DENTAL PLAN

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

24. RETIREMENT HEALTH CARE INSURANCE PAYMENTS

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

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

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

Effective – January 31, 2010

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

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

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

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

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

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

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

25. SHORT-TERM DISABILITY

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

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

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

26. COST OF LIVING INCREMENT

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

27. 401 RETIREMENT CONTRIBUTION

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

28. TERMINAL LEAVE

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

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

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

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

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

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

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

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

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

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

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

29. SAFETY SHOES, UNIFORM SHOES & UNIFORMS

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

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

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

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

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

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

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

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

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

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

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

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

30. CONTRACTING OUT

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

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

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

31. JOB OPENINGS & PROMOTIONS

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

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

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

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

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

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

32. SENIORITY

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

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

C. Seniority shall be lost for the following reasons:

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

33. PERSONNEL FILES

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

34. REDUCTION IN FORCE

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

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

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

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

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

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

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

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

35. GRIEVANCE PROCEDURE

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

a) Processing Grievances

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

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

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

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

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

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

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

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

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

b) **Time Limits for Filing**

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

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

36. STRIKE CLAUSE

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

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

37. **DUES DEDUCTION**

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

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

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

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

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

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

38. FUNDING

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

39. FAILURE IN PERFORMANCE OF DUTIES

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

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

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

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

40. ISSUANCE OF DISCIPLINE

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

41. PERSONNEL REQUESTS

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

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

42. ZIPPER CLAUSE

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

43. TERMINATION OF AGREEMENT

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

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

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

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

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

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

Notices to the City shall be addressed to:

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

45. **SEVERABILITY CLAUSE**

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

46. **PRECEDENCE OF AGREEMENT**

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

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

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

DATE:_____

APPENDIX A
JOB TITLE/GRADES ASSIGNMENTS

JOB TITLE	GRADE
CLERICAL/FINANCE	
ACCOUNT CLERK I	12
ACCOUNT CLERK II	14
COMPUTER OPERATOR	15
CUSTOMER SERVICE CLERK I	12
CUSTOMER SERVICE CLERK II	14
FIELD SERVICE REP I	12
FIELD SERVICE REP II	14
KEY PUNCH OPERATOR	12
OFFICE ASSISTANT I	8
OFFICE ASSISTANT II	12
RECEPTIONIST	7
SECRETARY I	10
SECRETARY II	13
LIBRARY	
LIBRARY ASSISTANT	14
LIBRARY CLERK I	12
LIBRARY CLERK II	13
LIBRARY PAGE	7
INSPECTIONS/PLANNING	
INSPECTOR I	17
INSPECTOR II	20
INSPECTOR AIDE	7
PLANNING TECHNICIAN	12
POLICE	
ANIMAL CONTROL OFFICER	12
COMMUNICATION OPERATOR	18
PARKING ENFORCEMENT OFFICER	11
POLICE CLERK I	9
POLICE CLERK II	13
FIRE	
FIRE DISPATCHER	17
WAREHOUSE/PURCHASING	
CENTRAL MAILROOM CLERK	13
INVENTORY CLERK	15
MATERIAL EXPEDITURE	17
STOREKEEPER/BUYER I	13
STOREKEEPER/BUYER II	15
VEHICLE MAINTENANCE	
MECHANIC HELPER	12
MECHANIC I	15
MECHANIC II	19

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

Effective 7/1/08

Appendix B

IUE Wage Scale

August 15, 2010 - June 30, 2011

Note: Wages from July 1, 2009 - June 30, 2010 continued until August 14, 2010

103.00%

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

Amounts represent hourly rates.

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

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

102.00%

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

Amounts represent hourly rates.

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

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

DIVISION 7. GENERAL EMPLOYEE PENSION PLAN*

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

Subdivision I. In General

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

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

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

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

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

C *·up annuity contract* means the group annuity contract entered into between an insurance company and the

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

Pension board means the pension board of trustees.

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

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

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

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

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

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

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

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

Sec. 2-326. Normal retirement.

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

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

Sec. 2-327. Early retirement.

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

(b) *Unreduced benefits.*

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

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

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

Sec. 2-328. Later retirement.

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

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

§ 2-329. Forced retirement with pension.

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

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

Sec. 2-330. Amount of retirement benefits.

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

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

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

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

Sec. 2-331. Form of benefits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 2-333. Total and permanent disability.

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

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

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

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

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

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

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

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

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

Sec. 2-340. Correction of payment errors.

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

Sec. 2-341. Contributions.
(a) *Payroll deductions*
(1) *Amount.* For each year, while a participant of the plan, a participant shall contribute, by payroll deductions, an amount equal to 3 1/2 percent of his average actual monthly earnings as described in section 2-330 (effective May 1, 1994).
(2) *Employer contributions.* The city, pursuant to the provisions of section 414(h)(2) of the United States Internal Revenue Code (26 USC 414(h)(2)), shall pick up and pay the contributions which would otherwise be payable by the employee under this section. The contributions so picked up shall be treated as employer contributions for purposes of determining the amounts of federal income taxes to be withheld from the employee's compensation.
(3) *Employee contributions picked up by city.* Employee contributions picked up by the city shall be paid from the same source of funds used for the payment of compensation to an employee. A deduction shall be made from each employee's compensation equal to the amount of the employee's compensation picked up by the employer. This deduction, however, shall not reduce the employee's compensation for purposes of computing benefits under the retirement system pursuant to this division.
(4) *Employee contributions credited.*
a. Employee contributions shall be credited to a separate account within the employee's individual account so that the amount contributed prior to the effective date for the pickup of employee's contributions may be distinguished from the amounts contributed on or after the effective date.
b. The contributions, although designated as employee contributions, are being paid by the employer in lieu of the c ibutions by the employee. The employee will not be given the option of choosing to receive the contributed amounts directly instead of having them paid by the employer to the retirement system.
(b) *City contributions.* The city shall make such contributions as necessary to meet the requirements of the plan. Effective May 1, 1994, the city shall pick up the employee contributions by a reduction in current earnings. Such picked up contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code; however, the contributions so picked up shall be included in earnings for purposes of the plan. Participant contributions which are picked up shall be treated, for all purposes of this plan, in the same manner as participant contributions made prior to May 1, 1994.
(c) *Other contributions.* The pension board of trustees shall receive all appropriations, contributions and interest allowances as may be received from time to time by the city from the state or any other source, and designated specifically for employee pensions.
(d) *Withdrawal from plan.* A member who withdraws from the pension plan for any reason, other than retirement, death or disability, may request his accumulated contributions, plus interest, be paid to him after such date of withdrawal; provided, however, his contributions shall not be refunded to him earlier than 90 days after receipt of his application for the same. Interest shall be calculated using the prevailing Federal Reserve discount rate, plus three percent, on the date of request.
(e) *Death of ineligible member.* Upon the death of a member not eligible to retire under any provision of this division, his employee contributions shall be payable in a single sum to his designated beneficiary or his estate if no designation has been made, and submitted to the pension board.
(f) *Deferred compensation.* Each eligible employee not drawing any retirement benefits from the city as of February 1 of each year, who makes an irrevocable decision to join the deferred compensation plan, shall become a deferred compensation plan participant on February 1 of that same year and shall forfeit participation in the city e loyees pension plan. A member who withdraws from the pension plan in this manner shall have his accumulated

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

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

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

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

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

Subdivision II. Board of Trustees

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

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

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

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

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

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

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

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

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

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

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

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

City of Dover
Turnover

2010		Full-time			Part-time			Total Employees	
	Total	Terminated	Resigned	Retired	Terminated	Resigned	Retired	Full-time	Part-time
January	2			2				365	16
February	0							365	16
March	3		1	2				363	16
April	3		1	2				360	16
May	3	1		2				361	16
June	1			1				362	16
July	2		1	1				360	16
August	2		1			1		361	15
September	1		1					363	15
October	0							365	16
November	3		1	2				357	16
December	1			1				356	16
Total	21	1	6	13		1		4,338	190
Total Turnover %	5.57%							362	16
Termination Turnover %	0.27%								
Resignation Turnover %	1.86%								
Retired Turnover %	3.45%								

2011		Full-time			Part-time			Total Employees	
	Total	Terminated	Resigned	Retired	Terminated	Resigned	Retired	Full-time	Part-time
January	0							358	16
February	0							359	16
March	0							360	16
April	2	1			1			364	15
May	1	1						364	15
June	3		1	2				361	15
July	3		3					358	15
August	4			3		1		355	14
September	5	1	4					351	14
October									
November									
December									
Total	18	3	8	5	1	1		3,230	136
Total Turnover %	4.81%							359	15
Termination Turnover %	1.07%								
Resignation Turnover %	2.41%								
Retired Turnover %	1.34%								

City of Dover

Performance Based Pay Policy
For Non-Bargaining Employees

April 26, 2010

I. Purpose

The City of Dover Performance Based Pay Policy is intended to provide equitable compensation based on performance for all non-bargaining exempt and non-exempt positions when considered in relation to each other and to general pay ranges for similar employment elsewhere. This policy rewards excellence in core competencies, as well as the ability to get results.

This policy will allow the City to maintain an effective, responsible and loyal work force, and allow us to recruit and retain high quality employees. The Policy establishes pay ranges and maintains an effective ongoing pay system for appropriate compensation recognizing the importance of results-based performance.

II. Pay Plan Maintenance

The Pay Plan will be updated yearly in the Annual Budget by the City Manager for City Council consideration and approval. The City Manager shall use the CPI-U published in January as the basis of annually increasing the Pay Plan, except when the CPI-U is less than zero, than no increase in the Pay Plan will be recommended. Every third year the City will retain the services of a professional labor market researcher to review the City's Pay Plan and report whether it is satisfactory or in need of further adjustment. The annual increase in the Pay Plan shall not be considered a cost of living salary increase.

III. Annual Salary Appropriation for Non-Bargaining Salary Increases.

The City Manager shall place in the Annual Budget an overall appropriation for Non-Bargaining salary increases to be approved by City Council. The amount of the appropriation shall be equal to the total current year base salary for non-bargaining employees' multiplied by the sum of the CPI-U published in January plus 1%. The additional 1% shall be used to compensate employees with commendable and outstanding performance. However, where the CPI-U is less than an increase given to a bargaining unit through a contract then the higher increase will be used as a basis by the City Manager instead of the CPI-U.

While it is the intent of the City to keep salaries competitive within the market place, the City Council reserves the right to set percentage increases based on what it determines the City can afford regardless of changes in the CPI-U or bargaining unit increases. The annual appropriation approved by City Council shall be disbursed to non-bargaining employees in accordance with the following Sections of this policy.

IV. Performance Evaluations and Advancement Guidelines

Performance evaluations must be completed annually, prior to any consideration for an increase in pay. No supervisor shall receive an increase in pay until subordinate evaluations are complete. The evaluation will include measurement of the results of predetermined goals and objectives, unplanned assignment results and core competencies. The evaluations shall give goals and objectives for the coming evaluation year.

The amount of the proposed pay increase will be determined by the overall performance.

The CPI-U published in January of each year will be the basis for the percentage of mid-point increase for an employee who receives a "good" performance. In years where the City Council approved a higher bargaining unit increase instead of the CPI-U then the basis shall be the bargaining unit's increase. Employees with Commendable or Outstanding Performance Scores shall receive higher midpoint adjustments, and employees with Unacceptable and Needs Improvement will receive lower or no mid-point salary adjustments. The actual percentage increases at the mid-point shall be calculated so that the total amount appropriated shall not exceed the amount approved by City Council as described in Section II. After approval of the Annual Budget the City Manager will publish a schedule that sets forth the approved mid-point increases for each Salary Range and Performance Score for use by Department Heads to complete Personnel Status Action Form.

V. Evaluation Quality Control Systems

To ensure quality control, the Human Resources Department will review employee performance evaluations each year **prior to presentation to the employee** to ensure that they have clear and concise goals and objectives with expected results that are aligned with the City's Strategic Organizational Plan. Goals are to be **S.M.A.R.T.** (**S**pecific, **M**easurable, **A**ttainable, **R**ealistically High, **T**arget Date). In addition, to review if ample or insufficient goals have been assigned to the employee.

The comments supporting the results achieved must be specific to the goals and/or competencies and not just a repetition of the goal or objective. Achievement or lack thereof of results and progression in core competencies are to be outlined in these comments.

The Human Resources Department will also review the evaluators for unusual patterns such as consistently high/low patterns of scoring, as well as incomplete or unrelated comments to support the performance points associated with the goals and objectives. While there are no formal quotas, there is an expectation that scoring will naturally fall into a normalized pattern, particularly as evaluations are considered over time and in groups. Feedback will be given to

evaluators and their department heads to give them the opportunity to justify the perceived inequities or patterns and if necessary correct the problem(s).

VI. Procedures for New Job Titles/Grades and Re-grading and Retitling Existing Positions

To establish new job titles, grade new positions, or re-grade and re-title existing positions where job responsibilities have changed, the following procedure must be followed **(Please note that the procedure could be modified by the City Manager during the budget process.)**:

1. Department heads must submit a proposed job description along with a completed Position Analysis Factor (PAF) Guide to the Human Resources Department with an explanation outlining the reasons for the new title, re-grade or new position. The Human Resources Department will enter the Position Analysis into the Job Analysis Qualification (JAQ) software to determine the salary grade. The Human Resources Director shall compile all of the new positions, new titles and new grades and forward them to the City Manager for consideration within the annual budget.

2. To ensure that existing job titles and grades are kept current, as part of the budget process each Department Head/supervisor will give the employee a copy of their current job description and ask the employees to review the description for accuracy. The employees will return the job descriptions within one (1) week of receiving them from the Department Head/supervisor and discuss the changes (if any) with the Department Head/supervisor. The Human Resources Department will review the submitted information within one (1) week from receiving it from the Department Head for appropriateness and use the Position Analysis Factor Guide to reevaluate the position. When reclassification is initiated, all incumbents holding the same job title should complete a JAQ. A desk audit usually at the job site would then be conducted with the individual being considered for reclassification or with a representative number of people if the reclassification request affects a number of people with the same title. Key questions concerning the job should be answered to assist in determining the proper level within the overall pay and classification system. The analysis of all the information is then compared to the current position description for the various classifications' levels and weighted, using the same quantitative point-factor rating criteria used to establish the level of all positions in the City pay plan. The Human Resources Department will notify the Department Head and City Manager of the outcome of the review and recommendations. The employee shall be informed of the outcome by the Department Head. Proposed reclassifications will be included in the budget proposal of the City Manager.

3. Hiring, promoting and re-grading an employee to a new or open position will be done in accordance with established procedures outlined in the Employee Handbook.

4. Establishing the hiring salary or salary increase associated with a promotion or re-grading will be derived as follows:

   a. Employees will be placed within the approved salary range at the entry level. On occasion for highly skilled, technical, or managerial positions, it would be necessary to hire above the minimum rate in the range, but not above the mid-point. In these cases, consideration will be given to the applicant/employee's education, equivalent experience, related experience and past performance. Recognizing that the current salary ranges are based on a 20-year period between the entry salary and maximum salary the individual may be placed within the salary range using the following guidelines: (1) The employee will be given credit for equivalent experience year for year; (2) Credit for related experience will be ½ year for year; (3) Year for year equivalent experience credit will be given for college experience beyond the minimum required where a related Master's or related Bachelor's Degree has been obtained. A recommendation to hire above the minimum rate in the range should be documented by the supervisor, reviewed and endorsed by the Human Resources Director and approved by the City Manager.

VII. Personnel Performance Evaluation Appeal Process

Employees dissatisfied with performance evaluations are entitled to dispute the evaluation through the following appeal process.

1. Employees may request an appeal of the evaluation within seven (7) days of receiving the evaluation.

2. The appeal must be filed with the employee's immediate supervisor, in writing, stating the reason(s) for the dispute. The contents of the appeal request must include the specific categories being appealed, the rating sought, and the justification for the change. The immediate supervisor's decision will be rendered to the employee, in writing, within seven (7) days.

3. If an employee is dissatisfied with the immediate supervisor's decision, then the appeal will be forwarded within seven (7) days to the next level of supervision for that division along with a copy to the Human Resources Director.

4. If the employee is still dissatisfied with the decision, the process will continue through each level of supervision up to the City Manager or the Mayor and Council depending on the reporting relationship. City Manager and Council Appointee Department Heads shall have final decision on employees within their departments. Mayor and Council shall hear any appeals by the City Manager or Council Appointed Department Heads. Any appeal going as far as the City Manager, Council Appointed Department

Heads, or Mayor and Council will be first submitted to the Human Resources Director.

VIII. Instructions for Using the Pay-for-Performance Evaluation

Detailed instructions are located on Public Docs in the Pay-for-Performance folder.

IX. Evaluator Training

All evaluators will receive detailed training in setting S.M.A.R.T. goals and objectives, preparing for and giving Pay-for-Performance evaluations, using the Pay-for-Performance Worksheet and completing the Position Analysis Factor Guide. Ongoing and refresher training will take place as needed each fiscal year, however never less then once. Failure to attend the training will result in no salary increase awarded. Training will be mandatory, unless excused by the employee's Department Head. If there is a pattern of nonattendance, the HR Director will have a conversation with the Department Head and advise the City Manager of the reasons. Training will include the following subjects: introduction of policy, purpose, guidelines, components of policy, evaluation, appeal process, S.M.A.R.T. goals and objectives, JAQ scoring system and plan administration. Each topic is to be addressed as it relates to the employee as an evaluator.

X. Employee Training

All employees will be extended an invitation to attend annual training of the Pay for Performance system. Subjects to be discussed are as followings: introduction of policy, purpose, guidelines, components of policy, evaluation, appeal process, S.M.A.R.T. goals and objectives, JAQ scoring system and plan administration. Each topic is to be addressed as it relates to the employee.

XI. Weights for Each Position

Each non-bargaining position was evaluated and weights were assigned that determined the degree of responsibility and control it contained versus recurring or scheduled tasks as identified in the position description. For example, if a position was determined to have fairly low responsibilities and required the same duties on a recurring basis, the core competencies weight will be greater than the planned goals and unplanned assignment results weight. Conversely, a department director's position would receive the highest weight for planned goals and unplanned assignment results and the lowest weight for core competencies since the position has a much higher level of autonomy and responsibilities.

Appendix A

P.F.P. Salary Calculation Worksheet

(Adopted by City Council 4/26/2010)

Instructions:

The CPI-U published in January of each year will be the basis for the percentage of mid-point increase for an employee who receives a "good" performance. In years where the City Council approved a higher bargaining unit increase instead of the CPI-U then the basis shall be the bargaining unit's increase. Employees with Commendable or Outstanding Performance Scores shall receive higher midpoint adjustments, and employees with Unacceptable and Needs Improvement will receive lower or no mid-point salary adjustments. The actual percentage increases at the mid-point shall be calculated so that the total amount appropriated shall not exceed the amount approved by City Council as described in Section II. After approval of the Annual Budget the City Manager will publish a schedule that sets forth the approved mid-point increases for each Salary Range and Performance Score for use by Department Heads to complete Personnel Status Action Form.

OVERALL SCORE		
FROM	**TO**	**ADJUSTMENT**
		For example:
10	19	0%
20	29	2% of mid-point
30	35	*3% of mid-point* *(Based upon the CPI-U or Floor/Ceiling of Union Contracts)*
36	41	4% of mid-point
42	50	5% of mid-point

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

July 1, 2010 – June 30, 2013

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
	PREAMBLE	
1	PURPOSE OF THE AGREEMENT	1
2	RECOGNITION	2
3	MANAGEMENT	2
4	UNION REPRESENTATIVE	3
5	NOTICE BETWEEN THE UNION AND THE CITY	3
6	JOB POSTING, BID PROCEDURE AND SENIORITY	3
7	HOURS OF WORK	5
8	OVERTIME	7
9	HOLIDAY/PERSONAL DAYS	7
10	VACATION	8
11	SICK LEAVE/ATTENDANCE BONUS	9
12	BEREAVEMENT LEAVE	10
13	SHORT TERM DISABILITY	11
14	HEALTH CARE INSURANCE PAYMENTS	11
15	RETIREMENT HEALTH CARE	12
16	NO DISCRIMINATION	12
17	DURATION OF AGREEMENT	12
18	CONTRACTING OUT	13
19	PERSONNEL RULES	13
20	GRIEVANCE PROCEDURE	14
21	REDUCTION IN FORCE	17
22	SENIORITY	18
23	WORK DAYS AND WORK WEEK	18
24	REST PERIODS (BREAK)	18
25	STRIKE CLAUSE	19
26	UNION DUES	19
27	DISCIPLINE	21
28	SALARIES	22
29	SHIFT DIFFERENTIAL PAY	22
30	VACATION SELL BACK	23
31	COST OF LIVING INCREMENT	23
32	SAFETY	23
33	SAFETY SHOES	23
34	WEATHER EMERGENCY	24
35	MATTERS NOT EXPRESSLY COVERED	24
36	SEVERABILITY	24
37	FUNDING	25
38	SUCCESSOR CLAUSE	25
39	ZIPPER	25
APPENDIX A	SALARY SCALE - FY11	27
APPENDIX B	SALARY SCALE - FY12	28

Agreement

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

WITNESSETH:

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

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

1. Purpose of the Agreement:

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

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

2. Recognition:

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

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

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

3. Management

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

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

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

4. Union Representatives

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

5. Notice Between the Union and the City

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

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

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

6. Job Posting, Bid Procedure and Seniority

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

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

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

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

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

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

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

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

Temporary transfers may be required for the following:

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

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

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

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

7. Hours of Work

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

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

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

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

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

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

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

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

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

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

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

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

8. Overtime

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

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

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

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

9. Holidays/Personal Days

A. Holidays

The following days shall be considered to be paid holidays;

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

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

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

B. Personal Days

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

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

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

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

10. Vacation

Vacation shall be granted as follows:

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

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

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

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

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

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

11. Sick Leave/ Attendance Bonus

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

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

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

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

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

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

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

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

12. Bereavement Leave

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

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

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

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

13. Short Term Disability

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

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

14. Health Care Insurance Payments

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

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

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

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

15. Retirement Health Care

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

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

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

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

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

16. No Discrimination

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

17. Duration of Agreement

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

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

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

18. Contracting Out

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

19. Personnel Rules

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

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

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

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

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

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

20. Grievance Procedure:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Reduction in Force

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

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

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

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

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

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

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

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

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

22. Seniority

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

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

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

23. Work Days and Work Week

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

24. Rest Periods (Break)

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

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

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

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

25. Strike Clause

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

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

26. Union Dues

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

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

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

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

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

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

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

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

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

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

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

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

27. Discipline

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

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

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

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

28. Salaries

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

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

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

29. Shift Differential Pay

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

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

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

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

30. Vacation Sell Back

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

31. Cost of Living Increment

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

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

32. Safety

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

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

33. Safety Shoes

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

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

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

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

34. Weather Emergency

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

35. Matters Not Expressly Covered

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

36. Severability

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

37. Funding

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

38. Successor Clause

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

39. Zipper Clause

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

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

City of Dover

By: _____
Kim Hawkins, Human Resources Director

By: _____
Anthony DePrima, City Manager

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

By: _____
Richard Gardner, Linecrew Superintendent

By: _____
Ron Lunt, Public Utilities Manager

By: _____
Donna Mitchell, Controller/Treasurer

Date: _____

International Brotherhood of Electrical Worker- Local 1238

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

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

By: _____
Matthew Clendaniel

By: _____
Dave Morgan Jr.

By: _____
Aren Wright

Appendix A

103.00%

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

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

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

Appendix B

102.00%

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

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

CITY OF DOVER
POSITION DESCRIPTION

TITLE: T&D and Engineering Coordinator

FLSA: Non-Exempt

GENERAL DESCRIPTION:

The essential function of this position within the organization is to perform routine and complex clerical and technical work in inventory control. Manage day to day data entry functions of inventory management system and maintain materials and parts inventory. Interact with suppliers with respect to material management, problem resolution, and processing of orders by vendors. Verifying invoices to ensure correct pricing for a variety of materials. Perform routine and complex clerical and technical work in inventory control and in the processing of invoices for payment. Manage day to day data entry functions of inventory for line work management. Compiles and maintains material and parts inventory and status information to expedite movement of material and parts.

PRIMARY DUTIES:

Receives shipments, checking quality and quantity of inventory items received against invoices, and reporting discrepancies; unpacks and stocks materials; enters materials into database.

Assist with ordering inventory material and fuel; communicates with vendors and customers.

Prepare and receive all materials necessary to complete job orders for City Electric Crews and contractors.

Performs routine office tasks, including preparing routine reports, data entry, telephoning, filling, faxing and photocopying.

Removes materials from and places materials into storage; maintains off-site storage locations

Organizes, restocks, and routinely cleans inventory storage areas.

When individual is on-call, they are permitted to use a general-purpose vehicle for commuting purposes.

Reviews purchase requisitions; confers with vendors to obtain product or service information such as price; availability, or delivery schedule.

Coordinates between T&D and Engineering on project start dates.

Interact with internal customers and suppliers with respect to materials management, problem resolution, and process improvement.

Maintain a variety specification for material, supply, and equipment listings.

Check invoices to ensure correct price. Prepare invoices for payment.

Participate in daily physical inventory.

Perform other duties as assigned.

DATA RESPONSIBILITY:

Copies, transcribes, enters, or posts data or information. Assist in the preparation of monthly reports. Collect and analyze vendor support data. Must be computer literate with the ability to learn new programs.

PEOPLE RESPONSIBILITY:

Requires frequent contact with internal customers and external vendors. Must possess verbal skills necessary to relate specifics of a problem and document resolution.

INVOLVEMENT WITH THINGS:

Handles machines, tools, equipment, or work aids involving some latitude for judgment regarding attainment of standard or in selecting appropriate items, such as forklift, vehicle, computer, fax, or copier.

ASSETS RESPONSIBILITY:

Requires responsibility and opportunity for achieving moderate economies and/or preventing moderate losses through the management and handling of equipment and materials of high value.

SAFETY OF OTHERS:

Requires some responsibility for safety and health of others and/or for occasional enforcement of the standards of public safety.

MATHMATICAL REQUIREMENTS:

Uses addition, subtraction, multiplication, and division; may compute ratios, rates, and percents.

COMMUNICATIONS REQUIREMENTS:

Reads technical instructions, electrical prints, charts, and/or procedures manuals; composes routine reports, letters, and email; speaks compound sentences using standard grammar.

COMPLEXITY OF WORK:

Performs coordinating work involving guidelines and rules with frequent problem solving; requires continuous, close attention for accurate results; frequent exposure to unusual pressure.

IMPACT OF DECISIONS:

Makes decisions with intermediate impact – may affect work schedules of city departments

EDUCATION AND EXPERIENCE REQUIREMENTS

EDUCATION REQUIREMENTS:

Requires high school diploma or GED and the equivalent of one year of college or specialized vocational training in inventory control, business, accounting, or a closely related field.

LICENSES, CERTIFICATIONS, AND REGISTRATIONS REQUIRED:

Requires a valid Delaware Driver's License.

EXPERIENCE REQUIREMENTS:

Requires two years of related experience.

AMERICANS WITH DISABILITIES REQUIREMENTS

PHYSICAL DEMANDS:

Requires light to medium work involving occasional standing or walking, exerting 20 to 50 pounds of force.

UNAVOIDABLE HAZARDS:

The position is exposed to no unusual environmental hazards.

SENSORY (ADA) REQUIREMENTS:

The position requires normal visual acuity and field of vision, hearing, speaking, and sense of smell.

AMERICANS WITH DISABILITIES ACT COMPLIANCE

The City of Dover is an Equal Opportunity Employer. ADA requires the City to provide adequate accommodations to qualified persons with disabilities. Prospective ands current employees are encouraged to discuss ADA accommodations with management.

CITY OF DOVER
POSITION DESCRIPTION

TITLE: T&D and Engineering Coordinator III

FLSA: Non-Exempt

GENERAL DESCRIPTION:

The essential function of this position within the organization is to perform routine and complex clerical and technical work in inventory control. Manage day to day data entry functions of inventory management system and maintain materials and parts inventory. Interact with suppliers with respect to material management, problem resolution, and processing of orders by vendors. Verifying invoices to ensure correct pricing for a variety of materials. Perform routine and complex clerical and technical work in inventory control and in the processing of invoices for payment. Manage day to day data entry functions of inventory for line work management. Compiles and maintains material and parts inventory and status information to expedite movement of material and parts.

PRIMARY DUTIES:

Receives shipments, checking quality and quantity of inventory items received against invoices, and reporting discrepancies; unpacks and stocks materials; enters materials into database.

Assist with ordering inventory material and fuel; communicates with vendors and customers.

Prepare and receive all materials necessary to complete job orders for City Electric Crews and contractors.

Performs routine office tasks, including preparing routine reports, data entry, telephoning, filling, faxing and photocopying.

Removes materials from and places materials into storage; maintains off-site storage locations

Organizes, restocks, and routinely cleans inventory storage areas.

When individual is on-call, they are permitted to use a general-purpose vehicle for commuting purposes.

Reviews purchase requisitions; confers with vendors to obtain product or service information such as price; availability, or delivery schedule.

Coordinates between T&D and Engineering on project start dates.

Interact with internal customers and suppliers with respect to materials management, problem resolution, and process improvement.

Maintain a variety specification for material, supply, and equipment listings.

Check invoices to ensure correct price. Prepare invoices for payment.

Participate in daily physical inventory.

Perform other duties as assigned.

DATA RESPONSIBILITY:

Copies, transcribes, enters, or posts data or information. Assist in the preparation of monthly reports. Collect and analyze vendor support data. Must be computer literate with the ability to learn new programs.

PEOPLE RESPONSIBILITY:

Requires frequent contact with internal customers and external vendors. Must possess verbal skills necessary to relate specifics of a problem and document resolution.

INVOLVEMENT WITH THINGS:

Handles machines, tools, equipment, or work aids involving some latitude for judgment regarding attainment of standard or in selecting appropriate items, such as forklift, vehicle, computer, fax, or copier.

ASSETS RESPONSIBILITY:

Requires responsibility and opportunity for achieving moderate economies and/or preventing moderate losses through the management and handling of equipment and materials of high value.

SAFETY OF OTHERS:

Requires some responsibility for safety and health of others and/or for occasional enforcement of the standards of public safety.

MATHMATICAL REQUIREMENTS:

Uses addition, subtraction, multiplication, and division; may compute ratios, rates, and percents.

COMMUNICATIONS REQUIREMENTS:

Reads technical instructions, electrical prints, charts, and/or procedures manuals; composes routine reports, letters, and email; speaks compound sentences using standard grammar.

COMPLEXITY OF WORK:

Performs coordinating work involving guidelines and rules with frequent problem solving; requires continuous, close attention for accurate results; frequent exposure to unusual pressure.

IMPACT OF DECISIONS:

Makes decisions with intermediate impact – may affect work schedules of city departments

T&D ENGINEERING COORDINATOR III

EDUCATION AND EXPERIENCE REQUIREMENTS

EDUCATION REQUIREMENTS:

Requires high school diploma or GED and the equivalent of one year of college or specialized vocational training in inventory control, business, accounting, or a closely related field.

LICENSES, CERTIFICATIONS, AND REGISTRATIONS REQUIRED:

Requires a valid Delaware Driver's License.

EXPERIENCE REQUIREMENTS:

Requires four years of coordinator experience.

AMERICANS WITH DISABILITIES REQUIREMENTS

PHYSICAL DEMANDS:

Requires light to medium work involving occasional standing or walking, exerting 20 to 50 pounds of force.

UNAVOIDABLE HAZARDS:

The position is exposed to no unusual environmental hazards.

SENSORY (ADA) REQUIREMENTS:

The position requires normal visual acuity and field of vision, hearing, speaking, and sense of smell.

AMERICANS WITH DISABILITIES ACT COMPLIANCE

The City of Dover is an Equal Opportunity Employer. ADA requires the City to provide adequate accommodations to qualified persons with disabilities. Prospective ands current employees are encouraged to discuss ADA accommodations with management.

Created during 2007 negotiations

CITY OF DOVER
POSITION DESCRIPTION

TITLE: ELECTRIC METER TECHNICIAN I

FLSA: Non-Exempt

GENERAL DESCRIPTION

The essential function of the position within the organization is to install, maintain, repair, and test all self-contained single-phase metering equipment and limited self-contained poly-phase metering equipment, and to perform data input. The position works under general supervision according to set procedures.

PRIMARY DUTIES: *This list represents the essential tasks performed by the position. Employees may be assigned additional duties by management as required.*

Installs, maintains, repairs, tests, adjusts and sets for new service self-contained single phase meters.

Installs, maintains, repairs, tests, and adjusts self-contained polyphase meters.

Operates TDR II unit to check for illegal taps, Potential Flux Monitor to check meter coils, and mobile test units.

Maintains computerized records of electric meters; logs work orders in computer database.

Performs periodic inspections of meter equipment such as sockets or entrance cables to ensure proper functioning.

Assists with conducting of safety demonstrations at such locations or events as schools, businesses, mall shows, or festivals.

Installs recording ammeters and volt meters for load and voltage studies; discusses recording results with customers, providing information and recommendations for resolution of problems; handles customer requested meter tests.

Handles problem orders from Meter Reading, such as possible jammed registers, low usage, or inability to read ERT.

Performs customer service, providing information to customers and assisting with resolution of issues, problems, and complaints; interacts with other City departments to provide information and resolve problems.

Delivers Council packets and City Manager's letters.

DATA RESPONSIBILITY: *Data refers to information, knowledge, and conceptions obtained by observation, investigation, interpretation, visualization, and mental creation. Data are intangible and include numbers, words, symbols, ideas, concepts, and oral verbalizations.*

Collects, classifies, and formats data or information.

PEOPLE RESPONSIBILITY: *People refers to individuals who have contact with or are influenced by the position.*

Speaks with or signals to people to convey or exchange information. Follows instructions and orders of supervisor, interacts with customers to exchange information, and gives information and assistance to others to facilitate task accomplishment.

INVOLVEMENT WITH THINGS: *Things refers to inanimate objects such as substances, materials, machines, tools, equipment, work aids, or products. A thing is tangible and has shape, form, and other physical characteristics.*

Handles machines, tools, equipment, or work aids involving moderate latitude for judgment regarding attainment of standard or in selecting appropriate items, such as vans, meter testing equipment, computers, or computerized test bench.

ASSETS RESPONSIBILITY: *Assets responsibility refers to the responsibility for achieving economies or preventing loss within the organization.*

Requires some responsibility for achieving minor economies and/or preventing minor losses through the handling of or accounting for equipment, materials, and supplies.

SAFETY OF OTHERS: *Safety of others refers to the responsibility for other people's safety, either inherent in the job or to assure the safety of the general public.*

Requires some responsibility for safety and health of others and/or for occasional enforcement of the standards of public safety or health, and City of Dover ordinances.

MATHEMATICAL REQUIREMENTS: *Mathematics deals with quantities, magnitudes, and forms and their relationships and attributes by the use of numbers and symbols.*

Uses basic algebra calculating variables and formulas, and/or basic geometry, calculating plane and solid figures; may compute ratios and proportions, and percentages.

COMMUNICATIONS REQUIREMENTS: *Communications involves the ability to read, write, and speak.*

Reads routine sentences or instructions; writes routine sentences and completes routine work forms; speaks routine sentences using standard grammar. Requires the ability to communicate quickly and accurately with supervisor and co-workers.

COMPLEXITY OF WORK: *Complexity of work addresses the analysis, initiative, ingenuity, creativity, and concentration required by the position and the presence of any unusual pressures.*

Performs skilled work involving set procedures/rules with occasional problem solving; requires normal attention with short periods of concentration for accurate results and occasional exposure to unusual pressure.

IMPACT OF DECISIONS: *Impact of decisions refers to consequences such as damage to property, loss of data or property, exposure of the organization to legal liability, or injury or death to individuals.*

Makes decisions with moderate impact - affects those in work unit.

EDUCATION AND EXPERIENCE REQUIREMENTS

EDUCATION REQUIREMENTS: *Education requirements refers to job specific training and education required for entry into the position.*

Requires high school diploma or GED, and the equivalent of one year of college or vocational school education in electrical theory or electronics.

LICENSES, CERTIFICATIONS, AND REGISTRATIONS REQUIRED: *Licenses, certifications, and registrations refers to professional, state, or federal licenses, certifications, or registrations required to enter the position.*

Requires valid Delaware Driver's License.

EXPERIENCE REQUIREMENTS: *Experience refers to the amount of work experience that is required for entry into the position that would result in reasonable expectation that the person can perform the tasks required by the position.*

Requires six months of related experience.

AMERICANS WITH DISABILITIES REQUIREMENTS

PHYSICAL DEMANDS: *Physical demands refers to the requirements for physical exertion and coordination of limb and body movement.*

Requires medium work involving standing or walking all of the time, exerting 20 to 50 pounds of force on a regular basis, and considerable dexterity and skill in operating machinery or tools. Includes the hard downward pulling and pushing overhead to a height of over six feet, continual climbing in and out of vehicles and occasional heavy lifting.

UNAVOIDABLE HAZARDS: *Unavoidable hazards refers to unusual conditions in the work environment that may cause illness or injury.*

The position is exposed to extreme heat or cold, wet/humid conditions, bright or dim lights, dust/pollen, electrical shock, traffic, and animals/wildlife.

SENSORY (ADA) REQUIREMENTS: *Sensory requirements refers to hearing, sight, touch, taste, and smell necessary to perform the tasks required by the position efficiently.*

The position requires normal visual acuity and field of vision, hearing, speaking, color perception, sense of smell, and depth perception.

AMERICANS WITH DISABILITIES ACT COMPLIANCE

The City of Dover is an Equal Opportunity Employer. ADA requires the City to provide adequate accommodations to qualified persons with disabilities. Prospective and current employees are encouraged to discuss ADA accommodations with management.

CITY OF DOVER
POSITION DESCRIPTION

TITLE: ELECTRIC METER TECHNICIAN II

FLSA: Non-Exempt

GENERAL DESCRIPTION

The essential function of the position within the organization involves direction and responsibility to design, apply, install, test and maintain all polyphase, single phase, instrument transformer and self-contained metering.The position requires thorough knowledge of electronic meters and recorders; operation of computerized test benches; installation and downloading of voltage recorders, amp recorders, power analyzers, pulse recorders, load loggers; training and data input. The position works under general supervision independently developing work methods and sequences.

PRIMARY DUTIES: *This list represents the essential tasks performed by the position. Employees may be assigned additional duties by management as required.*

Leads in the installation, maintenance, repair, and testing of polyphase, single phase, instrument transformer, and self contained metering equipment.

Troubleshoots metering problems; performs periodic inspections of metering equipment such as meter sockets, entrance cables, or current transformers.

Diagnoses other utility systems and directs and assists the utility in determining proper metering for the installation; coordinates with electrical contractors on existing electrical services.

Installs and downloads voltage recorders, amp recorders, power analyzers, pulse recorders, load loggers, and evaluates the information, including preparing distributing graphs and reports.

Maintains computerized records of electric meters; logs work orders in computer database; prepares routine reports and submits to supervisor.

Assists with conducting of safety demonstrations at such locations or events as schools, businesses, mall shows, or festivals.

Installs recording ammeters and volt meters for load and voltage studies providing information and recommendations for resolution of problems. Handles problem orders from Meter Reading, such as possible jammed registers, low usage, or inability to read ERT.

Performs customer service, providing information to customers and assisting with resolution of issues, problems, and complaints; interacts with other City departments to provide information and resolve problems.

Provides training for Electric Metering Technician I position as required.

DATA RESPONSIBILITY: *Data refers to information, knowledge, and conceptions obtained by observation, investigation, interpretation, visualization, and mental creation. Data are intangible and include numbers, words, symbols, ideas, concepts, and oral verbalizations.*

Compiles, examines, or evaluates data or information and possibly recommends action based on results.

PEOPLE RESPONSIBILITY: *People refers to individuals who have contact with or are influenced by the position.*

Provides assistance to people to achieve task completion; may instruct or assign duties to coworkers.

INVOLVEMENT WITH THINGS: *Things refers to inanimate objects such as substances, materials, machines, tools, equipment, work aids, or products. A thing is tangible and has shape, form, and other physical characteristics.*

Handles machines, tools, equipment, or work aids involving moderate latitude for judgment regarding attainment of standard or in selecting appropriate items, such as vans, meter testing equipment, computers, or computerized test bench, electric meters, recorders, power analyzers, voltage recorders and amp recorders.

ASSETS RESPONSIBILITY: *Assets responsibility refers to the responsibility for achieving economies or preventing loss within the organization.*

Requires some responsibility for achieving minor economies and/or preventing minor losses through the handling of or accounting for equipment, materials, and supplies.

SAFETY OF OTHERS: *Safety of others refers to the responsibility for other people's safety, either inherent in the job or to assure the safety of the general public.*

Requires some responsibility for safety and health of others and/or for occasional enforcement of the standards of public safety or health.

MATHEMATICAL REQUIREMENTS: *Mathematics deals with quantities, magnitudes, and forms and their relationships and attributes by the use of numbers and symbols.*

Uses basic algebra calculating variables and formulas, and/or basic geometry, calculating plane and solid figures; may compute ratios, proportions, and percentages, harmonics, phase angles, and vectors.

COMMUNICATIONS REQUIREMENTS: *Communications involves the ability to read, write, and speak.*

Reads technical instructions, charts, and/or procedures manuals; drawings and layout work, composes routine reports and completes job forms; speaks compound sentences using standard grammar, communicates clearly and concisely with fellow workers and supervisors.

COMPLEXITY OF WORK: *Complexity of work addresses the analysis, initiative, ingenuity, creativity, and concentration required by the position and the presence of any unusual pressures.*

Performs skilled work involving rules/systems with almost constant problem solving; requires normal attention continuous, close attention and concentration for accurate results and occasional exposure to unusual pressure.

IMPACT OF DECISIONS: *Impact of decisions refers to consequences such as damage to property, loss of data or property, exposure of the organization to legal liability, or injury or death to individuals.*

Makes decisions with moderately serious impact - affects work unit and may affect other units or citizens. Decisions could result in injury, death, damage to city property or property of others.

EDUCATION AND EXPERIENCE REQUIREMENTS

EDUCATION REQUIREMENTS: *Education requirements refers to job specific training and education required for entry into the position.*

Requires high school diploma or GED, and the equivalent of one year of college or vocational school education in electrical theory or electronics.

LICENSES, CERTIFICATIONS, AND REGISTRATIONS REQUIRED: *Licenses, certifications, and registrations refers to professional, state, or federal licenses, certifications, or registrations required to enter the position.*

Requires valid Delaware Driver's License.

EXPERIENCE REQUIREMENTS: *Experience refers to the amount of work experience that is required for entry into the position that would result in reasonable expectation that the person can perform the tasks required by the position.*

Requires four years of related experience.

AMERICANS WITH DISABILITIES REQUIREMENTS

PHYSICAL DEMANDS: *Physical demands refers to the requirements for physical exertion and coordination of limb and body movement.*

Requires medium work involving standing or walking all of the time, exerting 20 to 50 pounds of force on a regular basis, and considerable dexterity and skill in operating machinery or tools. Requires downward pulling and upward pushing, bending and reaching to a height of six feet or more, and occasional heavier lifting.

UNAVOIDABLE HAZARDS: *Unavoidable hazards refers to unusual conditions in the work environment that may cause illness or injury.*

The position is exposed to extreme heat or cold, wet/humid conditions, bright or dim lights, dust/pollen, electrical shock, traffic, heights and animals/wildlife.

SENSORY (ADA) REQUIREMENTS: *Sensory requirements refers to hearing, sight, touch, taste, and smell necessary to perform the tasks required by the position efficiently.*

The position requires normal visual acuity and field of vision, hearing, speaking, color perception, sense of smell, and depth perception.

AMERICANS WITH DISABILITIES ACT COMPLIANCE

The City of Dover is an Equal Opportunity Employer. ADA requires the City to provide adequate accommodations to qualified persons with disabilities. Prospective and current employees are encouraged to discuss ADA accommodations with management.

CITY OF DOVER
POSITION DESCRIPTION

TITLE: LINEWORKER CREW LEADER

FLSA: Non-Exempt

GENERAL DESCRIPTION

The essential function of the position within the organization is to lead a crew in the repair, maintenance, upgrading, and extending of electric lines. The position is responsible for assigned personnel, tasks/projects of responsibility, equipment, and related paperwork. The position works under general supervision independently developing work methods and sequences.

PRIMARY DUTIES: *This list represents the essential tasks performed by the position. Employees may be assigned additional duties by management as required.*

Serves as crew leader in the installation, repair, maintenance, and upgrading of overhead electric lines and devices utilizing lift bucket or climbing poles.

Oversees and participates in the installation, repair, maintenance, and upgrading of underground cables and devices.

Provides training for subordinate lineworkers; schedules, assigns, and assists with completion of tasks as required.

Reviews work orders and related drawings and blueprints and diagnoses on-site problems; prepares work site in compliance with safety regulations.

Hangs transformers; terminates primary and secondary cables.

Reviews and assists with writing of switching schedules.

Leads in setting, pulling up, and framing poles, making attachments, and installing guy wires and anchors.

Drives and operates equipment such as bucket truck, digger truck, front-end loader, backhoe, and trencher, and operates wire puller, electrical test equipment, and hydraulic tools to facilitate completion of tasks/projects.

Leads in the installation, repair, and maintenance of City traffic signals.

Interacts with the general public, City personnel, and/or outside agencies to provide information or assist with resolution of issues, problems, or complaints relating to area of responsibility.

Assists with power outages and environmental clean-up as required.

Maintains required logs, records, and personnel information; prepares routine reports and submits to supervisor.

When individual is on-call, they are permitted to use a general-purpose vehicle for commuting purposes.

DATA RESPONSIBILITY: *Data refers to information, knowledge, and conceptions obtained by observation, investigation, interpretation, visualization, and mental creation. Data are intangible and include numbers, words, symbols, ideas, concepts, and oral verbalizations.*

Collects, classifies, and formats data or information.

PEOPLE RESPONSIBILITY: *People refers to individuals who have contact with or are influenced by the position.*

Persuades or influences others in favor of a service, course of action, or point of view; instructs or assigns duties to other departmental personnel.

Assist with the development and evaluating of underclass employees.

INVOLVEMENT WITH THINGS: *Things refers to inanimate objects such as substances, materials, machines, tools, equipment, work aids, or products. A thing is tangible and has shape, form, and other physical characteristics.*

Leads or handles machines, tools, equipment, or work aids involving moderate latitude for judgment regarding attainment of standard or in selecting appropriate items, such as bucket truck, backhoe, front-end loader, trencher, wire puller, hydraulic tools, or electrical test equipmen.

ASSETS RESPONSIBILITY: *Assets responsibility refers to the responsibility for achieving economies or preventing loss within the organization.*

Requires responsibility and opportunity for achieving considerable economies and/or preventing considerable losses through the management and handling of equipment and materials of very high value.

SAFETY OF OTHERS: *Safety of others refers to the responsibility for other people's safety, either inherent in the job or to assure the safety of the general public.*

Requires considerable responsibility for the safety and health of others and/or continuous enforcement of the laws and standards of public health and safety.

MATHEMATICAL REQUIREMENTS: *Mathematics deals with quantities, magnitudes, and forms and their relationships and attributes by the use of numbers and symbols.*

Uses practical application of fractions, percentages, ratios and proportions, measurements, or logarithms; may use algebraic solutions of equations and equalities, deductive geometry, and/or descriptive statistics.

COMMUNICATIONS REQUIREMENTS: *Communications involves the ability to read, write, and speak.*

Reads technical instructions, charts, and/or procedures manuals; composes routine reports and completes job forms; speaks compound sentences using standard grammar.

COMPLEXITY OF WORK: *Complexity of work addresses the analysis, initiative, ingenuity, creativity, and concentration required by the position and the presence of any unusual pressures.*

Performs coordinating work involving guidelines and rules with constant problem solving; requires continuous, close attention for accurate results or frequent exposure to unusual pressure.

IMPACT OF DECISIONS: *Impact of decisions refers to consequences such as damage to property, loss of data or property, exposure of the organization to legal liability, or injury or death to individuals.*

Makes decisions with serious impact - affects most units in organization, and may affect citizens; probability of loss of life and/or damage are likely.

EDUCATION AND EXPERIENCE REQUIREMENTS

EDUCATION REQUIREMENTS: *Education requirements refers to job specific training and education required for entry into the position.*

Requires associate's degree or the equivalent of two years of college or vocational school education in electrical theory or a closely related field.

LICENSES, CERTIFICATIONS, AND REGISTRATIONS REQUIRED: *Licenses, certifications, and registrations refers to professional, state, or federal licenses, certifications, or registrations required to enter the position.*

Requires valid Delaware Commercial Driver's License, State of Delaware Journeyman Lineman certification, and Bucket Truck, Pole Top Rescue, and CPR certification.

EXPERIENCE REQUIREMENTS: *Experience refers to the amount of work experience that is required for entry into the position that would result in reasonable expectation that the person can perform the tasks required by the position.*

Requires eight years of related experience.

AMERICANS WITH DISABILITIES REQUIREMENTS

PHYSICAL DEMANDS: *Physical demands refers to the requirements for physical exertion and coordination of limb and body movement.*

Requires medium to heavy work involving exerting up to 50 pounds of force on a frequent basis, and up to 100 pounds on an occasional basis.

UNAVOIDABLE HAZARDS: *Unavoidable hazards refers to unusual conditions in the work environment that may cause illness or injury.*

The position is exposed to extreme heat or cold, wet/humid conditions, bright or dim lights, dust/pollen, intense noise levels, vibration, fumes or noxious odors, moving mechanical parts, electrical shock, heights, traffic, animals/wildlife, explosives, and toxic or caustic chemicals.

SENSORY (ADA) REQUIREMENTS: *Sensory requirements refers to hearing, sight, touch, taste, and smell necessary to perform the tasks required by the position efficiently.*

The position requires normal visual acuity and field of vision, hearing, speaking, color perception, sense of smell, depth perception, and texture perception.

AMERICANS WITH DISABILITIES ACT COMPLIANCE

The City of Dover is an Equal Opportunity Employer. ADA requires the City to provide adequate accommodations to qualified persons with disabilities. Prospective and current employees are encouraged to discuss ADA accommodations with management.

7/16/04 general purpose vehicle for commuting KDH
Updated during 2007 negotiations

CITY OF DOVER
POSITION DESCRIPTION

TITLE: LINEWORKER 1ST CLASS

FLSA: Non-Exempt

GENERAL DESCRIPTION

The essential function of the position within the organization is to repair, maintain, upgrade, and extend electric lines. The position is responsible for tasks/projects of responsibility, equipment, and related paperwork. The position works under general supervision independently developing work methods and sequences.

PRIMARY DUTIES: *This list represents the essential tasks performed by the position. Employees may be assigned additional duties by management as required.*

Installs, repairs, maintains, and upgrades overhead electric lines and devices utilizing lift bucket or climbing poles.

Installs, repairs, maintains, and upgrades underground cables and devices.

Assists with training of other lineworkers as directed; assists with completion of tasks as required.

Reviews work orders and related drawings and blueprints and diagnoses on-site problems; prepares work site in compliance with safety regulations.

Hangs transformers; terminates primary and secondary cables.

Reviews and assists with writing of switching schedules.

Participates in setting, pulling up, and framing poles, making attachments, and installing guy wires and anchors.

Drives and operates equipment such as bucket truck, digger truck, front-end loader, crane, backhoe, and trencher, and operates wire puller, compressor, and hydraulic drills and saws to facilitate completion of tasks/projects.

Assists with review of warehouse inventory and with purchasing of overhead products.

Interacts with the general public, City personnel, and/or outside agencies to provide information or assist with resolution of issues, problems, or complaints relating to area of responsibility.

Assists with power outages and environmental clean-up as required.

Maintains required logs and records; prepares routine reports and submits to supervisor.

When individual is on-call, they are permitted to use a general-purpose vehicle for commuting purposes.

DATA RESPONSIBILITY: *Data refers to information, knowledge, and conceptions obtained by observation, investigation, interpretation, visualization, and mental creation. Data are intangible and include numbers, words, symbols, ideas, concepts, and oral verbalizations.*

Collects, classifies, and formats data or information.

PEOPLE RESPONSIBILITY: *People refers to individuals who have contact with or are influenced by the position.*

Provides assistance to people to achieve task completion; may instruct or assign duties to other departmental personnel.

INVOLVEMENT WITH THINGS: *Things refers to inanimate objects such as substances, materials, machines, tools, equipment, work aids, or products. A thing is tangible and has shape, form, and other physical characteristics.*

Leads or handles machines, tools, equipment, or work aids involving moderate latitude for judgment regarding attainment of standard or in selecting appropriate items, such as bucket truck, backhoe, front-end loader, crane, or trencher.

ASSETS RESPONSIBILITY: *Assets responsibility refers to the responsibility for achieving economies or preventing loss within the organization.*

Requires responsibility and opportunity for achieving considerable economies and/or preventing considerable losses through the management or handling of equipment and materials of very high value.

SAFETY OF OTHERS: *Safety of others refers to the responsibility for other people's safety, either inherent in the job or to assure the safety of the general public.*

Requires considerable responsibility for the safety and health of others and/or continuous enforcement of the laws and standards of public health and safety.

MATHEMATICAL REQUIREMENTS: *Mathematics deals with quantities, magnitudes, and forms and their relationships and attributes by the use of numbers and symbols.*

Uses practical application of fractions, percentages, ratios and proportions, measurements, or logarithms; may use algebraic solutions of equations and equalities, deductive geometry, and/or descriptive statistics.

COMMUNICATIONS REQUIREMENTS: *Communications involves the ability to read, write, and speak.*

Reads technical instructions, charts, and/or procedures manuals; composes routine reports and completes job forms; speaks compound sentences using standard grammar.

COMPLEXITY OF WORK: *Complexity of work addresses the analysis, initiative, ingenuity, creativity, and concentration required by the position and the presence of any unusual pressures.*

Performs coordinating work involving guidelines and rules with constant problem solving; requires continuous, close attention for accurate results or frequent exposure to unusual pressure.

IMPACT OF DECISIONS: *Impact of decisions refers to consequences such as damage to property, loss of data or property, exposure of the organization to legal liability, or injury or death to individuals.*

Makes decisions with serious impact - affects most units in organization, and may affect citizens; probability of loss of life and/or damage are likely.

EDUCATION AND EXPERIENCE REQUIREMENTS

EDUCATION REQUIREMENTS: *Education requirements refers to job specific training and education required for entry into the position.*

Requires high school diploma or GED, and the equivalent of one year of college or vocational school education in electrical theory or a closely related field.

LICENSES, CERTIFICATIONS, AND REGISTRATIONS REQUIRED: *Licenses, certifications, and registrations refers to professional, state, or federal licenses, certifications, or registrations required to enter the position.*

Requires valid Delaware Commercial Driver's License.

EXPERIENCE REQUIREMENTS: *Experience refers to the amount of work experience that is required for entry into the position that would result in reasonable expectation that the person can perform the tasks required by the position.*

Requires four years of related experience.

AMERICANS WITH DISABILITIES REQUIREMENTS

PHYSICAL DEMANDS: *Physical demands refers to the requirements for physical exertion and coordination of limb and body movement.*

Requires medium to heavy work involving exerting up to 50 pounds of force on a frequent basis, and up to 100 pounds on an occasional basis.

UNAVOIDABLE HAZARDS: *Unavoidable hazards refers to unusual conditions in the work environment that may cause illness or injury.*

The position is exposed to extreme heat or cold, wet/humid conditions, bright or dim lights, dust/pollen, intense noise levels, vibration, fumes or noxious odors, moving mechanical parts, electrical shock, heights, traffic, animals/wildlife, explosives, and toxic or caustic chemicals.

SENSORY (ADA) REQUIREMENTS: *Sensory requirements refers to hearing, sight, touch, taste, and smell necessary to perform the tasks required by the position efficiently.*

The position requires normal visual acuity and field of vision, hearing, speaking, color perception, sense of smell, depth perception, and texture perception.

AMERICANS WITH DISABILITIES ACT COMPLIANCE

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7/16/04 general purpose vehicle for commuting KDH

CITY OF DOVER
POSITION DESCRIPTION

TITLE: LINEWORKER 2ND CLASS

FLSA: Non-Exempt

GENERAL DESCRIPTION

The essential function of the position within the organization is to repair, maintain, upgrade, and extend electric lines. The position is responsible for assigned tasks. The position works under general supervision according to some procedures; decides how and when to complete tasks.

PRIMARY DUTIES: *This list represents the essential tasks performed by the position. Employees may be assigned additional duties by management as required.*

Assists in the installation, repair, maintenance, and upgrading of overhead electric lines and devices utilizing lift bucket or climbing poles.

Assists in the installation, repair, maintenance, and upgrading of underground cables and devices.

Reviews work orders and diagnoses on-site problems; prepares work site in compliance with safety regulations.

Reviews blueprints to prepare for installation of new equipment and locating of old equipment.

Hangs transformers; terminates primary and secondary cables.

Assists in setting, pulling up, and framing poles, making attachments, and installing guy wires and anchors.

Assists in the installation, repair, and maintenance of traffic signals.

Drives and operates equipment such as bucket truck, digger truck, backhoe, and trencher, and operates wire puller, compressor, and hydraulic drills and saws to facilitate completion of tasks/projects.

Assists with environmental clean-up as directed.

When individual is on-call, they are permitted to use a general-purpose vehicle for commuting purposes.

DATA RESPONSIBILITY: *Data refers to information, knowledge, and conceptions obtained by observation, investigation, interpretation, visualization, and mental creation. Data are intangible and include numbers, words, symbols, ideas, concepts, and oral verbalizations.*

Collects, classifies, and formats data or information.

PEOPLE RESPONSIBILITY: *People refers to individuals who have contact with or are influenced by the position.*

Provides assistance to people to achieve task completion; may instruct or assign duties to coworkers.

INVOLVEMENT WITH THINGS: *Things refers to inanimate objects such as substances, materials, machines, tools, equipment, work aids, or products. A thing is tangible and has shape, form, and other physical characteristics.*

Handles machines, tools, equipment, or work aids involving moderate latitude for judgment regarding attainment of standard or in selecting appropriate items, such as bucket truck, backhoe, digger truck, or trencher.

ASSETS RESPONSIBILITY: *Assets responsibility refers to the responsibility for achieving economies or preventing loss within the organization.*

Requires responsibility and opportunity for achieving moderate economies and/or preventing moderate losses through the handling of equipment and supplies of high value.

SAFETY OF OTHERS: *Safety of others refers to the responsibility for other people's safety, either inherent in the job or to assure the safety of the general public.*

Requires considerable responsibility for the safety and health of others and/or continuous enforcement of the laws and standards of public health and safety.

MATHEMATICAL REQUIREMENTS: *Mathematics deals with quantities, magnitudes, and forms and their relationships and attributes by the use of numbers and symbols.*

Uses practical application of fractions, percentages, ratios and proportions, measurements, or logarithms; may use algebraic solutions of equations and equalities, deductive geometry, and/or descriptive statistics.

COMMUNICATIONS REQUIREMENTS: *Communications involves the ability to read, write, and speak.*

Reads technical instructions, charts, and/or procedures manuals; completes job forms; speaks compound sentences using standard grammar.

COMPLEXITY OF WORK: *Complexity of work addresses the analysis, initiative, ingenuity, creativity, and concentration required by the position and the presence of any unusual pressures.*

Performs skilled work involving rules/systems with almost constant problem solving; requires normal attention with short periods of concentration for accurate results and occasional exposure to unusual pressure.

IMPACT OF DECISIONS: *Impact of decisions refers to consequences such as damage to property, loss of data or property, exposure of the organization to legal liability, or injury or death to individuals.*

Makes decisions with serious impact - affects most units in organization, and may affect citizens; probability of loss of life and/or damage are likely.

EDUCATION AND EXPERIENCE REQUIREMENTS

EDUCATION REQUIREMENTS: *Education requirements refers to job specific training and education required for entry into the position.*

Requires high school diploma or GED, and the equivalent of one year of college or vocational school education in electrical theory.

LICENSES, CERTIFICATIONS, AND REGISTRATIONS REQUIRED: *Licenses, certifications, and registrations refers to professional, state, or federal licenses, certifications, or registrations required to enter the position.*

Requires valid Delaware Commercial Driver's License. CPR certification

EXPERIENCE REQUIREMENTS: *Experience refers to the amount of work experience that is required for entry into the position that would result in reasonable expectation that the person can perform the tasks required by the position.*

Requires two years of related experience.

AMERICANS WITH DISABILITIES REQUIREMENTS

PHYSICAL DEMANDS: *Physical demands refers to the requirements for physical exertion and coordination of limb and body movement.*

Requires medium to heavy work involving exerting up to 50 pounds of force on a frequent basis, and up to 100 pounds on an occasional basis.

UNAVOIDABLE HAZARDS: *Unavoidable hazards refers to unusual conditions in the work environment that may cause illness or injury.*

The position is exposed to extreme heat or cold, wet/humid conditions, bright or dim lights, dust/pollen, intense noise levels, vibration, fumes or noxious odors, moving mechanical parts, electrical shock, heights, traffic, animals/wildlife, explosives, and toxic or caustic chemicals.

SENSORY (ADA) REQUIREMENTS: *Sensory requirements refers to hearing, sight, touch, taste, and smell necessary to perform the tasks required by the position efficiently.*

The position requires normal visual acuity and field of vision, hearing, speaking, color perception, sense of smell, depth perception, and texture perception.

AMERICANS WITH DISABILITIES ACT COMPLIANCE

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7/16/04 general purpose vehicle for commuting KDH

CITY OF DOVER
POSITION DESCRIPTION

TITLE: LINEWORKER 3RD CLASS

FLSA: Non-Exempt

GENERAL DESCRIPTION

The essential function of the position within the organization is to repair, maintain, upgrade, and extend electric lines. The position is responsible for assigned tasks. The position works under direct supervision according to set procedures.

PRIMARY DUTIES: *This list represents the essential tasks performed by the position. Employees may be assigned additional duties by management as required.*

Assists in the installation, repair, maintenance, and upgrading of overhead electric lines and devices utilizing lift bucket or climbing poles.

Assists in the installation, repair, maintenance, and upgrading of underground cables and devices.

Hangs transformers; terminates primary and secondary cables.

Assists in setting, pulling up, and framing poles, making attachments, and installing guy wires and anchors.

Assists in the installation, repair, and maintenance of traffic signals.

Drives and operates equipment such as bucket truck, digger truck, backhoe, and trencher, and operates underground wire puller, compressor, and hydraulic drills and saws to facilitate completion of tasks/projects.

Assists in maintenance of facility and equipment of responsibility; stocks truck with equipment/tools, materials, and supplies.

Assists with environmental clean-up as directed.

When individual is on-call, they are permitted to use a general-purpose vehicle for commuting purposes.

DATA RESPONSIBILITY: *Data refers to information, knowledge, and conceptions obtained by observation, investigation, interpretation, visualization, and mental creation. Data are intangible and include numbers, words, symbols, ideas, concepts, and oral verbalizations.*

Computes or performs arithmetic operations.

PEOPLE RESPONSIBILITY: *People refers to individuals who have contact with or are influenced by the position.*

Speaks with or signals to people to convey or exchange information.

INVOLVEMENT WITH THINGS: *Things refers to inanimate objects such as substances, materials, machines, tools, equipment, work aids, or products. A thing is tangible and has shape, form, and other physical characteristics.*

Handles machines, tools, equipment, or work aids involving moderate latitude for judgment regarding attainment of standard or in selecting appropriate items, such as bucket truck, backhoe, digger truck, or trencher.

ASSETS RESPONSIBILITY: *Assets responsibility refers to the responsibility for achieving economies or preventing loss within the organization.*

Requires responsibility and opportunity for achieving moderate economies and/or preventing moderate losses through the handling of equipment and supplies of high value.

SAFETY OF OTHERS: *Safety of others refers to the responsibility for other people's safety, either inherent in the job or to assure the safety of the general public.*

Requires considerable responsibility for the safety and health of others and/or continuous enforcement of the laws and standards of public health and safety.

MATHEMATICAL REQUIREMENTS: *Mathematics deals with quantities, magnitudes, and forms and their relationships and attributes by the use of numbers and symbols.*

Uses addition, subtraction, multiplication, and division; may compute ratios, rates, and percents.

COMMUNICATIONS REQUIREMENTS: *Communications involves the ability to read, write, and speak.*

Reads technical instructions, charts, and/or procedures manuals; completes job forms; speaks compound sentences using standard grammar.

COMPLEXITY OF WORK: *Complexity of work addresses the analysis, initiative, ingenuity, creativity, and concentration required by the position and the presence of any unusual pressures.*

Performs skilled work involving rules/systems with almost constant problem solving; requires normal attention with short periods of concentration for accurate results and occasional exposure to unusual pressure.

IMPACT OF DECISIONS: *Impact of decisions refers to consequences such as damage to property, loss of data or property, exposure of the organization to legal liability, or injury or death to individuals.*

Makes decisions with serious impact - affects most units in organization, and may affect citizens; probability of loss of life and/or damage are likely.

EDUCATION AND EXPERIENCE REQUIREMENTS

EDUCATION REQUIREMENTS: *Education requirements refers to job specific training and education required for entry into the position.*

Requires high school diploma or GED, and the equivalent of one year of college or vocational school education in electrical theory.

LICENSES, CERTIFICATIONS, AND REGISTRATIONS REQUIRED: *Licenses, certifications, and registrations refers to professional, state, or federal licenses, certifications, or registrations required to enter the position.*

Requires valid Delaware Commercial Driver's License. CPR certification.

EXPERIENCE REQUIREMENTS: *Experience refers to the amount of work experience that is required for entry into the position that would result in reasonable expectation that the person can perform the tasks required by the position.*

Requires six months of related experience.

AMERICANS WITH DISABILITIES REQUIREMENTS

PHYSICAL DEMANDS: *Physical demands refers to the requirements for physical exertion and coordination of limb and body movement.*

Requires medium to heavy work involving exerting up to 50 pounds of force on a frequent basis, and up to 100 pounds on an occasional basis.

UNAVOIDABLE HAZARDS: *Unavoidable hazards refers to unusual conditions in the work environment that may cause illness or injury.*

The position is exposed to extreme heat or cold, wet/humid conditions, bright or dim lights, dust/pollen, intense noise levels, vibration, fumes or noxious odors, moving mechanical parts, electrical shock, heights, traffic, animals/wildlife, explosives, and toxic or caustic chemicals.

SENSORY (ADA) REQUIREMENTS: *Sensory requirements refers to hearing, sight, touch, taste, and smell necessary to perform the tasks required by the position efficiently.*

The position requires normal visual acuity and field of vision, hearing, speaking, color perception, sense of smell, depth perception, and texture perception.

AMERICANS WITH DISABILITIES ACT COMPLIANCE

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7/16/04 general purpose vehicle for commuting KDH

CITY OF DOVER
POSITION DESCRIPTION

TITLE: ELECTRICIAN

FLSA: Non-Exempt

GENERAL DESCRIPTION

The essential function of the position within the organization is to perform complex electrical and electromechanical installation, maintenance, and repairs. The position is responsible for installations, inspections, preventive maintenance, repairs, replacementsand completion of logs or forms. The position works under general supervision independently developing work methods and sequences.

PRIMARY DUTIES: *This list represents the essential tasks performed by the position. Employees may be assigned additional duties by management as required.*

Leads and/or performs inspections and installation of electrical and electromechanical equipment/systems and components within structures and facilities of responsibility.

Performs repairs on electrical and electromechanical equipment/systems as required; reports malfunctions outside the scope of the position to appropriate personnel.

Schedules and performs preventive maintenance on equipment/systems in accordance with departmental policy and regulations.

Reads blueprints, diagrams, specifications, manuals, and/or sketches in preparation and performance of tasks.

Ensures work performed adheres to established safety standards, electrical and building codes and regulations, and engineering standards as applicable.

Performs administrative functions such as assisting with engineering and bidding of projects, or preparing logs, records, work orders, or purchase orders; assists with monitoring of materials and equipment.

Attends staff meetings to exchange information; attends in-service training and technical or professional classes, seminars, or conferences to improve technical or professional skills.

DATA RESPONSIBILITY: *Data refers to information, knowledge, and conceptions obtained by observation, investigation, interpretation, visualization, and mental creation. Data are intangible and include numbers, words, symbols, ideas, concepts, and oral verbalizations.*

Collects, classifies, and formats data or information.

PEOPLE RESPONSIBILITY: *People refers to individuals who have contact with or are influenced by the position.*

Provides assistance to people to achieve task completion; may instruct or assign duties to coworkers.

INVOLVEMENT WITH THINGS: *Things refers to inanimate objects such as substances, materials, machines, tools, equipment, work aids, or products. A thing is tangible and has shape, form, and other physical characteristics.*

Leads or handles machines, tools, equipment, or work aids involving moderate latitude for judgment regarding attainment of standard or in selecting appropriate items, such as hydraulic tools, welders, trucks, compressor, or backhoe.

ASSETS RESPONSIBILITY: *Assets responsibility refers to the responsibility for achieving economies or preventing loss within the organization.*

Requires responsibility and opportunity for achieving moderate economies and/or preventing moderate losses through the management or handling of equipment and supplies of high value.

SAFETY OF OTHERS: *Safety of others refers to the responsibility for other people's safety, either inherent in the job or to assure the safety of the general public.*

Requires considerable responsibility for the first-line supervision of the provision of continuous enforcement of the laws and standards of public health and safety.

MATHEMATICAL REQUIREMENTS: *Mathematics deals with quantities, magnitudes, and forms and their relationships and attributes by the use of numbers and symbols.*

Uses basic algebra calculating variables and formulas, and/or basic geometry, calculating plane and solid figures; may compute ratios and proportions, and percentages.

COMMUNICATIONS REQUIREMENTS: *Communications involves the ability to read, write, and speak.*

Reads technical instructions, charts, and/or procedures manuals; composes routine reports and completes job forms; speaks compound sentences using standard grammar.

COMPLEXITY OF WORK: *Complexity of work addresses the analysis, initiative, ingenuity, creativity, and concentration required by the position and the presence of any unusual pressures.*

Performs coordinating work involving guidelines and rules with constant problem solving; requires continuous, close attention for accurate results or frequent exposure to unusual pressure.

IMPACT OF DECISIONS: *Impact of decisions refers to consequences such as damage to property, loss of data or property, exposure of the organization to legal liability, or injury or death to individuals.*

Makes decisions with moderately serious impact - affects work unit and may affect other units or citizens.

EDUCATION AND EXPERIENCE REQUIREMENTS

EDUCATION REQUIREMENTS: *Education requirements refers to job specific training and education required for entry into the position.*

Requires high school diploma or GED, and the equivalent of one year of college or vocational school education in electrical training.

LICENSES, CERTIFICATIONS, AND REGISTRATIONS REQUIRED: *Licenses, certifications, and registrations refers to professional, state, or federal licenses, certifications, or registrations required to enter the position.*

Requires valid Driver's License and State of Delaware Master Electrician License.

EXPERIENCE REQUIREMENTS: *Experience refers to the amount of work experience that is required for entry into the position that would result in reasonable expectation that the person can perform the tasks required by the position.*

Requires four years of related experience.

AMERICANS WITH DISABILITIES REQUIREMENTS

PHYSICAL DEMANDS: *Physical demands refers to the requirements for physical exertion and coordination of limb and body movement.*

Requires medium to heavy work involving exerting up to 100 pounds of force on a frequent basis, and exceptional dexterity and skill in operating machinery and tools.

UNAVOIDABLE HAZARDS: *Unavoidable hazards refers to unusual conditions in the work environment that may cause illness or injury.*

The position is exposed to extreme heat or cold, wet/humid conditions, bright or dim lights, dust/pollen, intense noise levels, vibration, fumes or noxious odors, moving mechanical parts, electrical shock, heights, traffic, animals/wildlife, explosives, and toxic or caustic chemicals.

SENSORY (ADA) REQUIREMENTS: *Sensory requirements refers to hearing, sight, touch, taste, and smell necessary to perform the tasks required by the position efficiently.*

The position requires normal visual acuity and field of vision, hearing, speaking, color perception, sense of smell, depth perception, and texture perception.

AMERICANS WITH DISABILITIES ACT COMPLIANCE

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Updated 11/05/2007 CDL KDH

NEWARK DELAWARE
Committed to Service Excellence

CITY OF NEWARK, DELAWARE
POSITION CLASSIFICATION PLAN

ELECTRIC METER TECHNICIAN

NATURE OF WORK:

This position is responsible for the operation and minor maintenance of City vehicles and the performance of a variety of physical tasks involving the installation and maintenance of electric meters, wiring and related equipment. The work is performed according to narrowly prescribed guidelines and under limited supervision.

ILLUSTRATIVE EXAMPLES OF WORK:

Installs, tests, and repairs all types of electric meters.

Responds to electric meter and voltage complaints and repairs or replaces equipment as needed.

Tests and maintains substation protective equipment.

Installs and maintains traffic control equipment.

Installs and repairs electrical wiring in City facilities including computer and telephone wiring.

Operates City vehicles under 26,000 pounds.

Performs routine preventative maintenance to assigned vehicle including, but not limited to, the cleaning of exterior and interior, maintaining proper fluid levels, checking tire pressure, checking for safe operating condition and reporting defects to supervisor.

Performs other related duties as required.

DESIRABLE EMPLOYMENT STANDARDS:

Graduation from high school or completion of GED.

Extensive knowledge and experience with current methods and techniques used in the installation, maintenance and repair of electric meters, wiring, and related equipment.

Successful completion of a meter testing course.

The ability to operate a variety of hand tools.

The ability to understand and follow complicated verbal and written instructions.

The ability to work in high places.

The physical skills necessary to perform the duties of the position.

DESIRABLE EMPLOYMENT STANDARDS: (cont'd)

The ability to establish and maintain effective working relationships with City employees, elected officials and the general public.

Tact, courtesy, integrity and dependability.

Possession of a valid driver's license and a good driving record.

Any combination of experience and training which provides an equivalent to the minimum desirable employment standards.

_____ _____

City Manager's Approval Date

NEWARK
DELAWARE
Committed to Service Excellence

CITY OF NEWARK, DELAWARE
POSITION CLASSIFICATION PLAN

ELECTRICIAN

NATURE OF WORK:

This position is responsible for the operation and minor maintenance of City vehicles and the performance of a variety of physical tasks involving the installation and maintenance of electrical wiring and related equipment. The work is performed according to narrowly prescribed guidelines and under limited supervision.

ILLUSTRATIVE EXAMPLES OF WORK:

Installs and maintains electrical wiring and related equipment in City facilities including computer and telephone wiring.

Install and repairs mobile radio equipment.

Installs and maintains traffic control equipment.

Maintains street lighting equipment.

Installs and maintains electric motors and related equipment.

Operates City vehicles under 26,000 pounds.

Performs routine, preventative maintenance to assigned vehicle including, but not limited to, the cleaning of exterior and interior, maintaining proper fluid levels, checking tire pressure, checking for safe operating condition, and reporting defects to supervisor.

Performs other related duties as required.

DESIRABLE EMPLOYMENT STANDARDS:

Graduation from high school or completion of GED.

Extensive knowledge and experience with current methods and techniques used in the installation, maintenance and repair of electrical wiring and related equipment.

Extensive knowledge and experience with the use of National Electric Code.

A minimum of four (4) years of experience as a commercial and industrial electrician.

Possession of a Delaware Master Electrician's license within one year after appointment.

The ability to operate a variety of hand tools.

The ability to understand and follow complicated verbal and written instructions.

The ability to work in high places.

DESIRABLE EMPLOYMENT STANDARDS: (cont'd)

The physical skills necessary to perform the duties of the position.

The ability to establish and maintain effective working relationships with City employees, elected officials, and the general public.

Tact, courtesy, integrity and dependability.

Possession of a valid driver's license and a good driving record.

Any combination of experience and training which provides an equivalent to the minimum desirable employment standards.

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City Manager's Approval Date

CITY OF NEWARK, DELAWARE
POSITION CLASSIFICATION PLAN

SENIOR LINEMAN

NATURE OF WORK:

This position is responsible for the operation and minor maintenance of City vehicles and acts as a work crew leader while performing a variety of physical tasks involving the construction, maintenance, or repair of electric utility facilities and equipment. The work is performed according to narrowly prescribed guidelines and under general supervision.

ILLUSTRATIVE EXAMPLES OF WORK:

Constructs, maintains and/or repairs electric utility facilities and equipment.

Trains and directs the work of line employees.

Removes, collects and disposes of trees, brush and other natural refuse.

Operates City vehicles and equipment with the exception of the front endloader, bulldozer, street sweeper, refuse collection trucks, sewer jetter and vac-all.

Performs routine preventative maintenance to assigned vehicle including, but not limited to the cleaning of exterior and interior, maintaining proper fluid levels, checking tire pressure, checking for safe operating conditions, and reporting defects to supervisor.

Performs other related duties as required.

DESIRABLE EMPLOYMENT STANDARDS:

Graduation from high school or completion of GED.

Extensive knowledge and experience with current methods and techniques used in the construction, maintenance and repair of City electric utility facilities and equipment.

Extensive knowledge and experience with the use of the National Electric Safety Code.

A minimum of two (2) years of experience as a Lineman lst Class.

The ability to understand and follow complicated verbal and written instructions.

The ability to work in high places and climb utility poles.

The ability to analyze and resolve routine, technical problems.

The ability to train and direct the work of subordinate personnel.

DESIRABLE EMPLOYMENT STANDARDS: (cont'd)

The ability to be available to perform work on a standby or emergency basis as assigned.

The physical skills necessary to perform the duties of the position.

The ability to establish and maintain effective working relationships with City employees, elected officials and the general public.

Tact, courtesy, integrity and dependability.

Possession of a valid Commercial Driver's License Type A and a good driving record.

Any combination of experience and training which provides an equivalent to the minimum desirable employment standards.

_____ _____

City Manager's Approval Date

NEWARK
DELAWARE
Committed to Service Excellence

CITY OF NEWARK, DELAWARE
POSITION CLASSIFICATION PLAN

LINEMAN 1ST CLASS

NATURE OF WORK:

This position is responsible for the operation and minor maintenance of City vehicles and the performance of a variety of physical tasks involving the construction, maintenance, or repair of electric utility facilities and equipment. The work is performed according to narrowly prescribed guidelines and under general supervision.

ILLUSTRATIVE EXAMPLES OF WORK:

Removes, collects and disposes of trees, brush and other natural refuse.

Stocks truck with adequate amounts of supplies and equipment.

Operates City vehicles and equipment with the exception of the front endloader, bulldozer, street sweeper, refuse collection trucks, sewer jetter and vac-all.

Performs routine preventative maintenance to assigned vehicle including, but not limited to the cleaning of exterior and interior, maintaining proper fluid levels, checking tire pressure, checking for safe operating conditions, and reporting defects to supervisor.

Constructs, maintains and/or repairs electric utility facilities and equipment including, but not limited to, energized secondary and primary conductors, transformers, meters, poles, towers and cables as directed.

Trains and directs the work of a small crew of line employees as assigned.

Performs other related duties as required.

DESIRABLE EMPLOYMENT STANDARDS:

Graduation from high school or completion of GED.

Extensive knowledge and experience with current methods and techniques used in the construction, maintenance and repair of City electric utility facilities and equipment.

Extensive knowledge and experience with the use of the National Electric Safety Code.

A minimum of one and one-half (1-1/2) years as a Lineman 2nd Class.

The ability to operate a variety of hand tools.

DESIRABLE EMPLOYMENT STANDARDS: (cont'd)

The ability to understand and follow complicated verbal and written instructions.
The ability to work in high places and climb utility poles.
The ability to train and direct the work of subordinate personnel.
The ability to be available to perform work on a standby or emergency basis as assigned.
The physical skills necessary to perform the duties of the position.
The ability to establish and maintain effective working relationships with City employees, elected officials and the general public.
Tact, courtesy, integrity and dependability.
Possession of a valid Commercial Driver's License Type A and a good driving record.
Any combination of experience and training which provides an equivalent to the minimum desirable employment standards.

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City Manager's Approval Date

NEWARK
DELAWARE
Committed to Service Excellence

CITY OF NEWARK, DELAWARE
POSITION CLASSIFICATION PLAN

LINEMAN 2nd CLASS

NATURE OF WORK:

This position is responsible for the operation and minor maintenance of City vehicles and the performance of a variety of physical tasks involving the construction, maintenance, or repair of electric utility facilities and equipment. The work is performed according to narrowly prescribed guidelines and under general supervision.

ILLUSTRATIVE EXAMPLES OF WORK:

Removes, collects and disposes of trees, brush and other natural refuse.

Stocks truck with adequate amounts of supplies and equipment.

Operates City vehicles and equipment with the exception of the front end loader, bulldozer, street sweeper, refuse collection trucks, sewer jetter and vac-all.

Performs routine preventative maintenance to assigned vehicle including but not limited to the cleaning of exterior and interior, maintaining proper fluid levels, checking tire pressure, checking for safe operating conditions, and reporting defects to supervisor.

Constructs, maintains and/or repairs electric utility facilities and equipment including, but not limited to, energized secondary and primary conductors, transformers, meters, poles, towers and cables as directed.

Directs the work of other employees as assigned.

Performs other related duties as required.

DESIRABLE EMPLOYMENT STANDARDS:

Graduation from high school or completion of GED.

Good knowledge and experience with current methods and techniques used in the construction, maintenance and repair of City electric utility facilities and equipment.

Good knowledge and experience with the use of the National Electric Safety Code.

A minimum of two (2) years of experience as a Junior Lineman.

Satisfactory completion of *Northwest Lineman College Power Delivery Program*, Modules Three and Four.

The ability to operate a variety of hand tools.

The ability to understand and follow complicated verbal and written instructions.

DESIRABLE EMPLOYMENT STANDARDS: (cont'd)

The ability to work in high places and climb utility poles.

The ability to direct the work of subordinate personnel.

The ability to be available to perform work on a standby or emergency basis as assigned.

The physical skills necessary to perform the duties of the position.

The ability to establish and maintain effective working relationships with City employees, elected officials and the general public.

Tact, courtesy, integrity and dependability.

Possession of a valid Commercial Driver's License Type A and a good driving record.

Any combination of experience and training which provides an equivalent to the minimum desirable employment standards.

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City Manager's Approval Date

NEWARK
DELAWARE
Committed to Service Excellence

CITY OF NEWARK, DELAWARE
POSITION CLASSIFICATION PLAN

JUNIOR LINEMAN

NATURE OF WORK:

This position is responsible for the operation and minor maintenance of City vehicles and the performance of a variety of physical tasks involving the construction, maintenance, or repair of electric utility facilities and equipment. The work is performed according to narrowly prescribed guidelines and under close supervision.

ILLUSTRATIVE EXAMPLES OF WORK:

Removes, collects and disposes of trees, brush and other natural refuse.

Stocks truck with adequate amounts of materials and equipment.

Maintains street light poles.

Constructs, maintains and/or repairs electric utility facilities and equipment up to 600 volts as directed.

Operates City vehicles and equipment with the exception of the front endloader, bulldozer, street sweeper, refuse collection trucks, sewer jetter and vac-all.

Performs routine preventative maintenance to assigned vehicle including but not limited to the cleaning of exterior and interior, maintaining proper fluid levels, checking tire pressure, checking for safe operating conditions, and reporting defects to supervisor.

Assists line employees with the construction, maintenance and/or repair of electric utility facilities and equipment over 600 volts as directed.

Performs other related duties as required.

DESIRABLE EMPLOYMENT STANDARDS:

Graduation from high school or completion of GED.

Good knowledge and experience with current methods and techniques used in the construction, maintenance and repair of City electric utility facilities and equipment.

Good knowledge and experience with the use of the National Electric Safety Code.

A minimum of one and one-half (1-1/2) years of experience as an Electric Groundhand.

Satisfactory completion of *Northwest Lineman College Power Delivery Program*, Modules One and Two.

The ability to operate a variety of hand tools.

The ability to understand and follow complicated verbal and written instructions.

DESIRABLE EMPLOYMENT STANDARDS: (cont'd)

The ability to work in high places and climb utility poles.

The ability to be available to perform work on a standby or emergency basis as assigned.

The physical skills necessary to perform the duties of the position.

The ability to establish and maintain effective working relationships with City employees, elected officials and the general public.

Tact, courtesy, integrity and dependability.

Possession of a valid Commercial Driver's License Type A and a good driving record.

Any combination of experience and training which provides an equivalent to the minimum desirable employment standards.

_____ _____

City Manager's Approval Date

CITY OF NEWARK, DELAWARE
POSITION CLASSIFICATION PLAN

ELECTRIC GROUNDHAND

NATURE OF WORK:

This position is responsible for the operation and minor maintenance of City vehicles and the performance of a variety of physical tasks involving the construction, maintenance, or repair of electric utility facilities and equipment. The work is performed according to narrowly prescribed guidelines and under close supervision.

ILLUSTRATIVE EXAMPLES OF WORK:

Removes, collects and disposes of trees, brush and other natural refuse.
Restores excavated areas using appropriate landscaping methods.
Stocks truck with adequate amounts of materials and equipment.
Maintains streetlights.
Constructs, maintains and/or repairs electric utility facilities and equipment up to 600 volts as directed.
Operates City vehicles and equipment with the exception of the front-end loader, bulldozer, street sweeper, refuse collection trucks, sewer jetter and vac-all.
Performs routine preventative maintenance to assigned vehicle including but not limited to the cleaning of exterior and interior, maintaining proper fluid levels, checking tire pressure, checking for safe operating conditions, and reporting defects to supervisor.
Assists with the construction, maintenance and/or repair of electric utility facilities and equipment as directed.
Performs other related duties as required.

DESIRABLE EMPLOYMENT STANDARDS:

Graduation from high school or completion of GED.
Some knowledge and experience with current methods and techniques used in the construction, maintenance and repair of City electric utility facilities and equipment.
Some knowledge and experience with the use of the National Electric Safety Code.
A minimum of one (1) year of experience as an Electric Maintenance I.
The ability to understand and follow simple verbal and written instructions.
The ability to work in high places.
Possession of a utility pole climbing certificate within two (2) months after date of hire.

DESIRABLE EMPLOYMENT STANDARDS: (cont'd)

Demonstrated ability to tie a rope into seven (7) specific knots within two (2) months after date of hire.

The ability to be available to perform work on a standby or emergency basis as assigned.

The physical skills necessary to perform the duties of the position.

The ability to establish and maintain effective working relationships with City employees, elected officials, and the general public.

Tact, courtesy, integrity and dependability.

Possession of a valid Commercial Driver's License Type A and a good driving record.

Any combination of experience and training which provides an equivalent to the minimum desirable employment standards.

City Manager's Approval

11-06-07
Date

DOVER
IBEW employees
Source: Green page from data book (and matrix given to us)

	DOVER DEPT	POSITION	Hourly Rate	NEWARK POSITION	Hourly Min	Hourly Mid	Hourly Max	SEAFORD POSITION	Hourly Min	Hourly Mid	Hourly Max	MILFORD POSITION	Hourly Min	Hourly Mid	Hourly Max	MIDDLETOWN POSITION	Hourly Min	Hourly Mid	Hourly Max	DE COOP POSITION	Hourly 11-Jun
1	Electric-Trasnmission/Distribution	Electric Meter Tech Crew Leader	$ 26.65					Tech and Const Leader	$ 20.14	$ 26.75	$ 32.64	Meter Tech 1	$ 15.70	$ 20.41	$ 25.12					Sr. Meter Tech	$ 31.85
2	Electric-Trasnmission/Distribution	Electric Meter Tech II	$ 25.49	Electric Meter Tech	$ 27.11	$ 29.33	$ 31.87	Journeyman Lead	$ 19.22	$ 25.51	$ 31.14	Meter Tech 2	$ 14.41	$ 18.73	$ 23.05					Meter Tech	$ 30.37
3	Electric-Trasnmission/Distribution	Lineman First Class I	$ 30.68	Lineman First Class	$ 27.11	$ 29.33	$ 31.87	Journeyman	$ 18.09	$ 24.00	$ 29.28	Lineman First Class	$ 20.33	$ 26.44	$ 32.54	Lineman 3	$ 25.20	$ 27.61	$ 30.01	First Class Lineman	$ 34.05
4	Electric-Trasnmission/Distribution	Lineman First Class II	$ 32.10	Senior Lineman	$ 28.38	$ 30.72	$ 33.19													App. Lineman-yr 4	$ 30.96
5	Electric-Trasnmission/Distribution	Lineman First Class II	$ 32.10																	App. Lineman-yr 4	$ 30.96
6	Electric-Trasnmission/Distribution	Lineman First Class II	$ 32.10																	App. Lineman-yr 4	$ 30.96
7	Electric-Trasnmission/Distribution	Lineman First Class II	$ 32.10																	App. Lineman-yr 4	$ 30.96
8	Electric-Trasnmission/Distribution	Lineman First Class II	$ 32.10																	App. Lineman-yr 4	$ 30.96
9	Electric-Trasnmission/Distribution	Lineman First Class II	$ 32.60																	App. Lineman-yr 4	$ 30.96
10	Electric-Trasnmission/Distribution	Lineman Second Class I	$ 26.65	Lineman Second Class	$ 23.66	$ 25.59	$ 27.59	Lineman B	$ 16.87	$ 22.39	$ 27.32	Lineman Second Class	$ 17.12	$ 22.25	$ 27.38	Lineman 2	$ 19.20	$ 21.54	$ 24.01	App. Lineman-yr 3	$ 29.34
11	Electric-Trasnmission/Distribution	Lineman Second Class I	$ 26.65																	App. Lineman-yr 3	$ 29.34
12	Electric-Trasnmission/Distribution	Lineman Second Class I	$ 26.65																	App. Lineman-yr 3	$ 29.34
13	Electric-Trasnmission/Distribution	Lineman Second Class I	$ 26.65																	App. Lineman-yr 3	$ 29.34
14	Electric-Trasnmission/Distribution	Lineman Second Class II	$ 27.89																	App. Lineman-yr 2	$ 27.75
15	Electric-Trasnmission/Distribution	Lineman Second Class II	$ 27.89																	App. Lineman-yr 2	$ 27.75
16	Electric-Trasnmission/Distribution	Lineman Third Class I	$ 23.34	Junior Lineman	$ 21.77	$ 23.31	$ 24.98	Lineman C	$ 15.80	$ 20.98	$ 25.64	Lineman Third Class	$ 15.70	$ 20.41	$ 25.12	Lineman 1	$ 13.84	$ 15.90	$ 17.41	App. Lineman-yr 1	$ 25.31
17	Electric-Trasnmission/Distribution	Groundworker I	$ 16.08	Electric Groundhand	$ 18.56	$ 19.75	$ 20.93	Groundsman	$ 14.78	$ 19.63	$ 23.95	Goundsman	$ 14.41	$ 18.73	$ 23.05					Groundman (6mos)	$ 21.19
18	Electric-Trasnmission/Distribution	Groundworker I	$ 16.08																	Groundman (6mos)	$ 21.19
19	Electric-Trasnmission/Distribution	Groundworker I	$ 16.08																	Groundman (6mos)	$ 21.19
20	Electric-Trasnmission/Distribution	Lineworker Crew Leader	$ 34.35									Elec Underground Crew Leader	$ 18.66	$ 24.25	$ 29.85					1st Class Crew Chief	$ 36.29
21	Electric-Trasnmission/Distribution	Lineworker Crew Leader	$ 34.35																	1st Class Crew Chief	$ 36.29
22	Electric-Trasnmission/Distribution	Lineworker Crew Leader	$ 34.35																	1st Class Crew Chief	$ 36.29
23	Electric-Trasnmission/Distribution	T+D Engineering Coordinator	$ 19.76					Coordinator	$ 21.08	$ 27.99	$ 34.16									Stockman	$ 25.31
24	Electric-Engineering	Electric Draftman III	$ 27.19																	Geospatial Tech -1	$ 27.46
25	Electric-Engineering	Engineering Fieldman Crew Leader	$ 30.68																	Field Engineer	$ 31.74
26	Electric-Engineering	Engineering Fieldman II	$ 29.26																	Engineering Assoc.	$ 29.62
27	Electric-Engineering	Substation Tech Crew Leader	$ 26.65																	Technician 1	$ 29.58
28	Electric-Engineering	Substation Tech II	$ 25.49																	Aprrentice 2	$ 28.04
29	Electric-Engineering	Substation Tech II	$ 25.49																	Aprrentice 2	$ 28.04
30	Electric System Operators	System Operator Crew Leader	$ 32.70																	System Mgmt Analyst	$ 35.33
31	Electric System Operators	System Operator II	$ 29.50																	Technician 1	$ 29.58
32	Electric System Operators	System Operator II	$ 29.50																	Technician 1	$ 29.58
33	Electric System Operators	System Operator II	$ 30.68																	Technician II	$ 31.15
34	Electric System Operators	System Operator II	$ 30.68																	Technician II	$ 31.15
35	Facilities Maintenance	Electrician II	$ 26.65																	No mtach	$ -

Exhibit G

AN AGREEMENT

BETWEEN THE

DOVER POLICE DEPARTMENT MEMBERS
FRATERNAL ORDER OF POLICE LODGE #15

AND THE

CITY OF DOVER, DELAWARE

JULY 1, 2009 - JUNE 30, 2012

TABLE OF CONTENTS

PAGE

ARTICLE I: GENERAL 1
1.1 Purpose of the Agreement 1
1.2 Term of the Agreement 1
1.3 Recognition 1
1.4 Union Security 1
1.5 Checkoff 2
1.6 Savings Clause 2
1.7 Management 2
1.8 Maintenance of Standards 3
1.9 Incorporating More Liberal Benefits 3
1.10 No Strike/No Lockout 3
1.11 Reduction in Force & Recall 4
1.12 Grievance Procedure 4
ARTICLE II: SALARIES AND ALLOWANCES 5
2.1 Regular Salaries 5
2.2 Overtime Pay 6
2.3 Standby Pay 7
2.4 Court Pay 7
2.5 Shift Differential 7
2.6 Clothing Allowance (Non-Uniform) 8
2.7 Contract Cleaning (Uniform and Non-Uniform) 8
2.8 Shoe Allowance (Uniform and Non-Uniform) 8
2.9 Bi-weekly Pay 8
2.10 Holidays 8
2.11 Field Training Officer Duty 9
ARTICLE III: OTHER BENEFITS 9
3.1 Station Meetings 9
3.2 Damage of Personal Property 9
3.3 Police Conventions 9
3.4 Health Care Insurance 10
3.5 Vision Care Insurance 10
3.6 Optional Dental Insurance 10
3.7 Professional Liability Insurance 10
3.8 Work Week 10
3.9 Assigned Day Off 11
3.10 Education Incentive Program 11
3.11 Vacation 12
3.12 Vacation "Sell Back" 12
3.13 Police Pension Plan 13
3.14 Physical Fitness Standard 13
3.15 Weather Emergency 13
3.16 Benefits in Effect 13
3.17 Acting Out of Title 20

AGREEMENT

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

ARTICLE I: GENERAL

1.1 Purpose of the Agreement

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

1.2 Term of the Agreement

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

1.3 Recognition

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

1.4 Union Security

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

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

1.5 Checkoff

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

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

C. Checkoff shall be deducted on a biweekly basis.

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

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

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

1.6 Savings Clause

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

1.7 Management

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

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

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

1.8 Maintenance of Standards

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

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

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

1.9 Incorporating More Liberal Benefits

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

1.10 No Strike/No Lockout

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

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

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

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

1.11 Reduction in Force & Recall

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

1.12 Grievance Procedure

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II: SALARIES AND ALLOWANCES

2.1 Regular Salaries

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

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

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

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

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

2.2 Overtime Pay

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

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

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

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

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

2.3 Standby Pay

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

2.4 Court Pay

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

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

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

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

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

2.5 Shift Differential

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

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

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

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

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

2.6 Clothing Allowance (Non-Uniform)

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

2.7 Contract Cleaning (Uniform and Non-Uniform)

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

2.8 Shoe Allowance (Uniform and Non-Uniform)

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

2.9 Bi-weekly Pay

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

2.10 Holidays

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

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

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

2.11 Field Training Officer Duty

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

ARTICLE III: OTHER BENEFITS

3.1 Station Meetings

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

3.2 Damage of Personal Property

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

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

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

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

3.3 Police Conventions

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

3.4 Health Care Insurance

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

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

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

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

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

3.5 Vision Care Insurance

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

3.6 Optional Dental Insurance

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

3.7 Professional Liability Insurance

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

3.8 Work Week

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

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

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

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

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

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

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

3.9 Assigned Day Off

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

3.10 Education Incentive Program

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

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

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

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

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

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

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

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

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

H. This program is limited to one degree only.

3.11 Vacation

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

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

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

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

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

3.12 Vacation "Sell Back"

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

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

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

3.13 Police Pension Plan

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

3.14 Physical Fitness Standard

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

3.15 Weather Emergency

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

3.16 Benefits in Effect

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

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

Immediate family defined:

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

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

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

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

6. EDUCATIONAL ASSISTANCE

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

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

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

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

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

Receipts and official grade verification must be provided for reimbursement.

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

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

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

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

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

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

8. Pre-employment Requirements

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

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

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

10. Veterans Administration Training Approval

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

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

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

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

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

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

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

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

MATERNITY LEAVE

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

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

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

MILITARY LEAVE

Military Training Leave

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

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

Active Duty

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

Military Mobilization Pay

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

Reemployment After Military Service

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

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

Benefits

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

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

15. On-the-Job Injury*

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

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

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

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

ACCESS TO PERSONNEL RECORDS

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

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

17. Outside Employment

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

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

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

3.17 Acting Out of Title

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

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

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

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

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

CITY OF DOVER

Kim Hawkins
Human Resources Director

Jeffrey Horvath
Chief of Police

Donna Mitchell
Controller/Treasurer

Raymond Taraila
Deputy Chief

FOP REPRESENTATIVES

Gary McLhinney
Chief Negotiator

David E. Spicer
Police Master Corporal

Aaron Dickinson
Patrolman First Class

Peter Martinek
Patrolman First Class

Jordan Miller
Patrolman First Class

Jason Pires
Police Master Corporal

R. Ernie Roswell
Patrolman First Class

Glenn M. Virdin
Police Sergeant

Date of Ratification by City Council
September 1, 2009

Exhibit A

Salary Schedule
July 1, 2009 - June 30, 2010

1.035

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

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

SALARY SCHEDULE

July 1, 2010 - June 30, 2011

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

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

Hourly rate times 2080 equals annual rate.

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

0 to 1 year service time = 1 year.

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

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

Entire salary chart follows this format.

CITY OF DOVER
POSITION DESCRIPTION

TITLE: POLICE CAPTAIN

FLSA: Exempt

GENERAL DESCRIPTION

The essential function of the position within the organization is to supervise law enforcement officers and support staff and oversee a major division of the Police Department. The position is responsible for staff supervision, operational or administrative planning, oversight of law enforcement activities, policy, procedures, regulation and law compliance, equipment maintenance, budgets, and other administrative or operational processes. The position develops and implements programs within organizational policies; reports major activities to executive level administrators through conferences and reports.

PRIMARY DUTIES: *This list represents the essential tasks performed by the position. Employees may be assigned additional duties by management as required.*

Supervises law enforcement officers and specialized and clerical staff, including selecting or recommending selection, training, assigning and evaluating work, counseling, disciplining, and terminating or recommending termination.

Oversees a major division of the Department; establishes administrative or operational policy and procedures; oversees and directs activities, records, and reports.

Performs finance/grant management, equipment and facility management, training, accreditation, computer services, victim services, and volunteer services.

Researches laws, rules, policy, trends in law enforcement, and activity needs to develop plans and programs to improve law enforcement operations within assigned section; serves on committees or boards and performs special research or other projects.

Monitors laws, rules, and regulations and evaluates administrative or operational activities to ensure compliance; addresses internal and external complaints or problems and resolves issues by meeting with law enforcement individuals, citizens, or groups.

Assists departmental superiors with goals and objectives, planning, policy and procedures development, staffing, assignments, and schedules; acts for superiors in their absence.

Oversees responses to calls for police service involving crimes or other incidents; responds to serious incidents as necessary; conducts follow-up investigations of crimes and other incidents as required; oversees and assists with case preparation.

Provides information and/or assistance to the public, assists with or conducts public information programs involving crime prevention or awareness.

Attends or conducts staff, division, or other professional meetings to exchange information; attends, and schedules others to attend, in-service training and technical or professional classes, seminars, or conferences to improve technical or professional skills.

DATA RESPONSIBILITY: *Data refers to information, knowledge, and conceptions obtained by observation, investigation, interpretation, visualization, and mental creation. Data are intangible and include numbers, words, symbols, ideas, concepts, and oral verbalizations.*

Directs others in major events and reports on activities and results.

PEOPLE RESPONSIBILITY: *People refers to individuals who have contact with or are influenced by the position.*

Instructs or trains others through explanation, demonstration, and supervised practice, or by making recommendations on the basis of technical disciplines.

INVOLVEMENT WITH THINGS: *Things refers to inanimate objects such as substances, materials, machines, tools, equipment, work aids, or products. A thing is tangible and has shape, form, and other physical characteristics.*

Establishes policy for the acquisition, installation, testing, operation, maintenance and repair of complex machinery, equipment, or systems; includes establishing specifications for the acquisition of major pieces of equipment, machinery, or technology systems.

ASSETS RESPONSIBILITY: *Assets responsibility refers to the responsibility for achieving economies or preventing loss within the organization.*

Requires responsibility for achieving major economies or preventing major losses through the management of a large division.

SAFETY OF OTHERS: *Safety of others refers to the responsibility for other people's safety, either inherent in the job or to assure the safety of the general public.*

Requires considerable responsibility for the mid-level management of the provision of continuous enforcement of the laws and standards of public health and safety.

MATHEMATICAL REQUIREMENTS: *Mathematics deals with quantities, magnitudes, and forms and their relationships and attributes by the use of numbers and symbols.*

Uses addition, subtraction, multiplication, and division and computes ratios, rates, and percents; may use advanced algebra working with exponents and logarithms or linear quadratic equations; analytic geometry; and/or statistics, applying mathematical operations to frequency distribution, reliability and validity, analysis of variance, or correlation techniques.

COMMUNICATIONS REQUIREMENTS: *Communications involves the ability to read, write, and speak.*

Reads professional publications; composes complex reports and manuals; speaks formally to groups outside the organization.

COMPLEXITY OF WORK: *Complexity of work addresses the analysis, initiative, ingenuity, creativity, and concentration required by the position and the presence of any unusual pressures.*

Performs supervisory work involving policy and guidelines, solving both people and work related problems; requires continuous, close attention for accurate results and frequent exposure to unusual pressure.

IMPACT OF DECISIONS: *Impact of decisions refers to consequences such as damage to property, loss of data or property, exposure of the organization to legal liability, or injury or death to individuals.*

Makes decisions with very serious impact - affects entire organization and the general public; probability of loss of life and/or damage is very likely.

EDUCATION AND EXPERIENCE REQUIREMENTS

EDUCATION REQUIREMENTS: *Education requirements refers to job specific training and education required for entry into the position.*

Requires associate's degree or the equivalent of two years of college or specialized vocational training in business management, law enforcement, or a closely related field.

LICENSES, CERTIFICATIONS, AND REGISTRATIONS REQUIRED: *Licenses, certifications, and registrations refers to professional, state, or federal licenses, certifications, or registrations required to enter the position.*

Requires valid Delaware Driver's License and COPT, Instructor, CPR, First Aid, Radar, Intoxilyzer, Firearms, and other task-specific certification appropriate to specially assigned functions within the Department.

EXPERIENCE REQUIREMENTS: *Experience refers to the amount of work experience that is required for entry into the position that would result in reasonable expectation that the person can perform the tasks required by the position.*

Requires six years of related experience.

AMERICANS WITH DISABILITIES REQUIREMENTS

PHYSICAL DEMANDS: *Physical demands refers to the requirements for physical exertion and coordination of limb and body movement.*

Requires medium to heavy work involving exerting up to 50 pounds of force on a frequent basis and over 100 pounds of force on an occasional basis.

UNAVOIDABLE HAZARDS: *Unavoidable hazards refers to unusual conditions in the work environment that may cause illness or injury.*

The position is exposed to extreme heat or cold, wet/humid conditions, bright or dim lights, dust/pollen, intense noise levels, violence, disease/pathogens, traffic, animals/wildlife, and explosives.

SENSORY (ADA) REQUIREMENTS: *Sensory requirements refers to hearing, sight, touch, taste, and smell necessary to perform the tasks required by the position efficiently.*

The position requires normal visual acuity and field of vision, hearing, speaking, color perception, sense of taste, sense of smell, depth perception, and texture perception.

AMERICANS WITH DISABILITIES ACT COMPLIANCE

The City of Dover is an Equal Opportunity Employer. ADA requires the City to provide adequate accommodations to qualified persons with disabilities. Prospective and current employees are encouraged to discuss ADA accommodations with management.

CITY OF DOVER
POSITION DESCRIPTION

TITLE: POLICE LIEUTENANT

FLSA: Exempt

GENERAL DESCRIPTION

The essential function of the position within the organization is to supervise law enforcement officers and oversee major functional areas of the Department. The position is responsible for functional area supervision, oversight of law enforcement activities, policy, procedures, regulation and law compliance, and preparing reports. The position works independently, reporting major activities through periodic meetings.

PRIMARY DUTIES: *This list represents the essential tasks performed by the position. Employees may be assigned additional duties by management as required.*

Supervises law enforcement officers, clerical staff, or others, including selecting or recommending selection, training, assigning and evaluating work, counseling, disciplining, and terminating or recommending termination.

Oversees specialized functions such as traffic, community policing, uniform patrol, administrative support, training, or criminal investigations by developing policy and procedures, overseeing and directing activities, maintaining records, and preparing reports.

Oversees responses to calls for police service involving crimes or other incidents; responds to serious incidents as necessary; conducts follow-up investigations of crimes and other incidents as required; assists with case preparation and makes court appearances as necessary.

Provides information and/or assistance to the public, informing citizens of services in the community, or providing referrals to other city, county, or state agencies; may conduct public information programs; responds to citizen complaints; oversees issuance of civil or legal documents.

Performs administrative functions such as maintaining files/records, resolving internal issues/complaints, overseeing correspondence and memos, reviewing reports and other paperwork, assisting with preparation of budgets and annual reports, performing inspections of staff, or sitting on promotion boards.

Attends or conducts staff or unit meetings to exchange information; attends, and schedules others to attend, in-service training and technical or professional classes, seminars, or conferences to improve technical or professional skills; serves on professional and technical committees and boards.

DATA RESPONSIBILITY: *Data refers to information, knowledge, and conceptions obtained by observation, investigation, interpretation, visualization, and mental creation. Data are intangible and include numbers, words, symbols, ideas, concepts, and oral verbalizations.*

Coordinates or determines time, place, or sequence of operations or activities based on analysis of data and possibly executes determinations or reports on events.

PEOPLE RESPONSIBILITY: *People refers to individuals who have contact with or are influenced by the position.*

Instructs or trains others through explanation, demonstration, and supervised practice, or by making recommendations on the basis of technical disciplines.

INVOLVEMENT WITH THINGS: *Things refers to inanimate objects such as substances, materials, machines, tools, equipment, work aids, or products. A thing is tangible and has shape, form, and other physical characteristics.*

Leads or handles machines, tools, equipment, or work aids involving moderate latitude for judgment regarding attainment of standard or in selecting appropriate items, such as patrol vehicle, motorcycle, radio equipment, radar, computer, or firearms.

ASSETS RESPONSIBILITY: *Assets responsibility refers to the responsibility for achieving economies or preventing loss within the organization.*

Requires responsibility and opportunity for achieving considerable economies and/or preventing considerable losses through the management and/or handling of materials and equipment of very high value.

SAFETY OF OTHERS: *Safety of others refers to the responsibility for other people's safety, either inherent in the job or to assure the safety of the general public.*

Requires considerable responsibility for the first-line supervision of the provision of continuous enforcement of the laws and standards of public health and safety.

MATHEMATICAL REQUIREMENTS: *Mathematics deals with quantities, magnitudes, and forms and their relationships and attributes by the use of numbers and symbols.*

Uses addition, subtraction, multiplication, and division; may compute ratios, rates, and percents.

COMMUNICATIONS REQUIREMENTS: *Communications involves the ability to read, write, and speak.*

Reads journals and manuals; composes specialized reports and business letters using proper format and grammar; speaks to groups of coworkers and people outside the organization.

COMPLEXITY OF WORK: *Complexity of work addresses the analysis, initiative, ingenuity, creativity, and concentration required by the position and the presence of any unusual pressures.*

Performs coordinating work involving guidelines and rules with constant problem solving; requires continuous, close attention for accurate results or frequent exposure to unusual pressure.

IMPACT OF DECISIONS: *Impact of decisions refers to consequences such as damage to property, loss of data or property, exposure of the organization to legal liability, or injury or death to individuals.*

Makes decisions with serious impact - affects most units in organization, and affects citizens; probability of loss of life and/or damage are likely.

EDUCATION AND EXPERIENCE REQUIREMENTS

EDUCATION REQUIREMENTS: *Education requirements refers to job specific training and education required for entry into the position.*

Requires associate's degree or the equivalent of two years of college or specialized vocational training in law enforcement or a closely related field.

LICENSES, CERTIFICATIONS, AND REGISTRATIONS REQUIRED: *Licenses, certifications, and registrations refers to professional, state, or federal licenses, certifications, or registrations required to enter the position.*

Requires valid Delaware Driver's License and COPT, Instructor, CPR, First Aid, Radar, Intoxilyzer, Firearms, and other task-specific certification appropriate to specially assigned functions within the Department.

EXPERIENCE REQUIREMENTS: *Experience refers to the amount of work experience that is required for entry into the position that would result in reasonable expectation that the person can perform the tasks required by the position.*

Requires four years of law enforcement experience.

AMERICANS WITH DISABILITIES REQUIREMENTS

PHYSICAL DEMANDS: *Physical demands refers to the requirements for physical exertion and coordination of limb and body movement.*

Requires medium to heavy work involving exerting up to 50 pounds of force on a frequent basis and over 100 pounds of force on an occasional basis.

UNAVOIDABLE HAZARDS: *Unavoidable hazards refers to unusual conditions in the work environment that may cause illness or injury.*

The position is exposed to extreme heat or cold, wet/humid conditions, bright or dim lights, dust/pollen, intense noise levels, violence, disease/pathogens, traffic, animals/wildlife, and explosives.

SENSORY (ADA) REQUIREMENTS: *Sensory requirements refers to hearing, sight, touch, taste, and smell necessary to perform the tasks required by the position efficiently.*

The position requires normal visual acuity and field of vision, hearing, speaking, color perception, sense of taste, sense of smell, depth perception, and texture perception.

AMERICANS WITH DISABILITIES ACT COMPLIANCE

The City of Dover is an Equal Opportunity Employer. ADA requires the City to provide adequate accommodations to qualified persons with disabilities. Prospective and current employees are encouraged to discuss ADA accommodations with management.

CITY OF DOVER
POSITION DESCRIPTION

TITLE: POLICE SERGEANT

FLSA: Non-Exempt

GENERAL DESCRIPTION

The essential function of the position within the organization is to supervise law enforcement officers and oversee the protection of life and property, enforcement of laws, and investigation of crime. The position is responsible for staff supervision, law enforcement, investigations, apprehension, specialized functions, and reporting. The position works independently, reporting major activities through periodic meetings.

PRIMARY DUTIES: *This list represents the essential tasks performed by the position. Employees may be assigned additional duties by management as required.*

Supervises staff, including recruiting, selecting or recommending selection, training, assigning and evaluating work, counseling, disciplining, and terminating or recommending termination; ensures staff compliance with federal, state, local, and departmental policy, regulations, ordinances, codes, and laws.

Oversees or conducts routine patrols in residential and business areas; maintains contact with businesses and residents to establish good relations.

Oversees or responds to calls for police service involving crimes, domestic disputes, disturbances, disputes among neighbors, juveniles, or other incidents; apprehends law breakers as necessary; conducts follow-up investigations of crimes and other incidents; conducts surveillance of areas for suspected or potential criminal activity.

Provides information and/or assistance to the public, informing citizens of services in the community, or providing referrals to other city, county, or state agencies; may conduct public information programs; responds to citizen complaints.

Provides for the safe and convenient flow of traffic and pedestrians within the community; investigates traffic accidents; enforces traffic violations; and conducts DUI or other investigations.

Oversees the issuance of civil or legal documents such as Notices to Appear or traffic citations; prepares written reports, forms, and other documents as required; testifies in civil and criminal court proceedings or gives depositions.

Performs administrative functions such as recording information, controlling expenditures, compiling reports, reviewing reports and other paperwork of subordinates, and monitoring materials and equipment.

Performs specialized functions when trained and assigned, such as administrative support services, internal affairs, records management, data processing, public school programs, property and evidence, field and firearms training, or public information.

Attends or conducts staff, community, and other professional meetings to exchange information; attends in-service training and technical or professional classes, seminars, or conferences to improve technical or professional skills and to maintain required certification.

DATA RESPONSIBILITY: *Data refers to information, knowledge, and conceptions obtained by observation, investigation, interpretation, visualization, and mental creation. Data are intangible and include numbers, words, symbols, ideas, concepts, and oral verbalizations.*

Collects, classifies, and formats data or information.

PEOPLE RESPONSIBILITY: *People refers to individuals who have contact with or are influenced by the position.*

Persuades or influences others in favor of a service, course of action, or point of view.

INVOLVEMENT WITH THINGS: *Things refers to inanimate objects such as substances, materials, machines, tools, equipment, work aids, or products. A thing is tangible and has shape, form, and other physical characteristics.*

Leads or handles machines, tools, equipment, or work aids involving moderate latitude for judgment regarding attainment of standard or in selecting appropriate items, such as patrol vehicle, motorcycle, radio equipment, radar, computer, or firearms.

ASSETS RESPONSIBILITY: *Assets responsibility refers to the responsibility for achieving economies or preventing loss within the organization.*

Requires responsibility and opportunity for achieving considerable economies and/or preventing considerable losses through the management and/or handling of materials and equipment of very high value.

SAFETY OF OTHERS: *Safety of others refers to the responsibility for other people's safety, either inherent in the job or to assure the safety of the general public.*

Requires considerable responsibility for the safety and health of others and/or continuous enforcement of the laws and standards of public health and safety.

MATHEMATICAL REQUIREMENTS: *Mathematics deals with quantities, magnitudes, and forms and their relationships and attributes by the use of numbers and symbols.*

Uses addition, subtraction, multiplication, and division; may compute ratios, rates, and percents.

COMMUNICATIONS REQUIREMENTS: *Communications involves the ability to read, write, and speak.*

Reads technical instructions, charts, and/or procedures manuals; composes routine reports and completes job forms; speaks compound sentences using standard grammar.

COMPLEXITY OF WORK: *Complexity of work addresses the analysis, initiative, ingenuity, creativity, and concentration required by the position and the presence of any unusual pressures.*

Performs coordinating work involving guidelines and rules with constant problem solving; requires continuous, close attention for accurate results or frequent exposure to unusual pressure.

IMPACT OF DECISIONS: *Impact of decisions refers to consequences such as damage to property, loss of data or property, exposure of the organization to legal liability, or injury or death to individuals.*

Makes decisions with serious impact - affects most units in organization, and affects citizens; probability of loss of life and/or damage are likely.

EDUCATION AND EXPERIENCE REQUIREMENTS

EDUCATION REQUIREMENTS: *Education requirements refers to job specific training and education required for entry into the position.*

Requires associate's degree or the equivalent of two years of college or specialized vocational training in law enforcement or a closely related field.

LICENSES, CERTIFICATIONS, AND REGISTRATIONS REQUIRED: *Licenses, certifications, and registrations refers to professional, state, or federal licenses, certifications, or registrations required to enter the position.*

Requires valid Delaware Driver's License and COPT, Instructor, CPR, First Aid, Radar, Intoxilyzer, Firearms, and other task-specific certification appropriate to specially assigned functions within the Department.

EXPERIENCE REQUIREMENTS: *Experience refers to the amount of work experience that is required for entry into the position that would result in reasonable expectation that the person can perform the tasks required by the position.*

Requires two years of law enforcement experience.

AMERICANS WITH DISABILITIES REQUIREMENTS

PHYSICAL DEMANDS: *Physical demands refers to the requirements for physical exertion and coordination of limb and body movement.*

Requires medium to heavy work involving exerting up to 50 pounds of force on a frequent basis and over 100 pounds of force on an occasional basis.

UNAVOIDABLE HAZARDS: *Unavoidable hazards refers to unusual conditions in the work environment that may cause illness or injury.*

The position is exposed to extreme heat or cold, wet/humid conditions, bright or dim lights, dust/pollen, intense noise levels, violence, disease/pathogens, traffic, animals/wildlife, and explosives.

SENSORY (ADA) REQUIREMENTS: *Sensory requirements refers to hearing, sight, touch, taste, and smell necessary to perform the tasks required by the position efficiently.*

The position requires normal visual acuity and field of vision, hearing, speaking, color perception, sense of taste, sense of smell, depth perception, and texture perception.

AMERICANS WITH DISABILITIES ACT COMPLIANCE

The City of Dover is an Equal Opportunity Employer. ADA requires the City to provide adequate accommodations to qualified persons with disabilities. Prospective and current employees are encouraged to discuss ADA accommodations with management.

CITY OF DOVER
POSITION DESCRIPTION

TITLE: POLICE CORPORAL

FLSA: Non-Exempt

GENERAL DESCRIPTION

The essential function of the position within the organization is to protect life and property, enforce laws, and investigate crime. The position is responsible for supervising assigned personnel, and/or surveillance, law enforcement, investigations, apprehension, and reporting. The position works under general supervision independently developing work methods and sequences.

PRIMARY DUTIES: *This list represents the essential tasks performed by the position. Employees may be assigned additional duties by management as required.*

Supervises staff, including training, assigning and evaluating work, counseling, and disciplining; ensures compliance with federal, state, and local regulations, ordinances, codes, and laws.

Conducts routine patrols; responds to calls for police service; responds to crimes, domestic disputes, disturbances, disputes among neighbors, juveniles, or other incidents; apprehends law breakers; conducts follow-up investigations; conducts surveillance of areas for suspected or potential criminal activity.

Leads and/or provides specialized police service when trained and assigned, such as K-9, school or motorcycle patrol, or maintaining of job standards to conform to national standards.

Oversees in-house operations such as vehicle and district assignments, directing walk-in complaints, and assisting Dispatch with assigning complaints.

Obtains search warrants to investigate criminal activity; conducts interviews and processes crime scenes; processes prisoners in custody.

Provides information and/or assistance to the public; develops and implements special classes and teaches and instructs prevention programs to groups in the community.

Coordinates travel for departmental personnel, and outside and in-house training; plans and instructs in-house training and maintains training records.

Provides for the safe and convenient flow of traffic and pedestrians within the community; investigates traffic accidents; enforces traffic violations; and conducts DUI or other investigations.

Issues civil or legal documents such as traffic citations; prepares forms and other documents as required; testifies in civil and criminal court proceedings or gives depositions.

Performs related clerical tasks such as data entry, telephoning, preparing warrants, reviewing paperwork/reports of subordinate officers, gathering data/information to prepare routine and special reports, or compiling, editing, and distributing policy.

Attends or conducts staff, community, and other professional meetings to exchange information; attends in-service training and technical or professional classes, seminars, or conferences to improve technical or professional skills and to maintain required certification.

DATA RESPONSIBILITY: *Data refers to information, knowledge, and conceptions obtained by observation, investigation, interpretation, visualization, and mental creation. Data are intangible and include numbers, words, symbols, ideas, concepts, and oral verbalizations.*

Collects, classifies, and formats data or information.

PEOPLE RESPONSIBILITY: *People refers to individuals who have contact with or are influenced by the position.*

Persuades or influences others in favor of a service, course of action, or point of view.

INVOLVEMENT WITH THINGS: *Things refers to inanimate objects such as substances, materials, machines, tools, equipment, work aids, or products. A thing is tangible and has shape, form, and other physical characteristics.*

Leads or handles machines, tools, equipment, or work aids involving moderate latitude for judgment regarding attainment of standard or in selecting appropriate items, such as patrol vehicle, motorcycle, radio equipment, radar, computer, or firearms.

ASSETS RESPONSIBILITY: *Assets responsibility refers to the responsibility for achieving economies or preventing loss within the organization.*

Requires responsibility and opportunity for achieving considerable economies and/or preventing considerable losses through the management and/or handling of materials and equipment of very high value.

SAFETY OF OTHERS: *Safety of others refers to the responsibility for other people's safety, either inherent in the job or to assure the safety of the general public.*

Requires considerable responsibility for the safety and health of others and/or continuous enforcement of the laws and standards of public health and safety.

MATHEMATICAL REQUIREMENTS: *Mathematics deals with quantities, magnitudes, and forms and their relationships and attributes by the use of numbers and symbols.*

Uses addition, subtraction, multiplication, and division; may compute ratios, rates, and percents.

COMMUNICATIONS REQUIREMENTS: *Communications involves the ability to read, write, and speak.*

Reads technical instructions, charts, and/or procedures manuals; composes routine reports and completes job forms; speaks compound sentences using standard grammar.

COMPLEXITY OF WORK: *Complexity of work addresses the analysis, initiative, ingenuity, creativity, and concentration required by the position and the presence of any unusual pressures.*

Performs skilled work involving rules/systems with almost constant problem solving; requires normal attention with short periods of concentration for accurate results and occasional exposure to unusual pressure.

IMPACT OF DECISIONS: *Impact of decisions refers to consequences such as damage to property, loss of data or property, exposure of the organization to legal liability, or injury or death to individuals.*

Makes decisions with serious impact - affects most units in organization, and affects citizens; probability of loss of life and/or damage are likely.

EDUCATION AND EXPERIENCE REQUIREMENTS

EDUCATION REQUIREMENTS: *Education requirements refers to job specific training and education required for entry into the position.*

Requires high school diploma or GED, and the equivalent of one year of college or specialized vocational training in law enforcement or a closely related field.

LICENSES, CERTIFICATIONS, AND REGISTRATIONS REQUIRED: *Licenses, certifications, and registrations refers to professional, state, or federal licenses, certifications, or registrations required to enter the position.*

Requires valid Delaware Driver's License and COPT, CPR, First Aid, Radar, Intoxilyzer, Firearms, and other task-specific certification appropriate to specially assigned functions within the Department.

EXPERIENCE REQUIREMENTS: *Experience refers to the amount of work experience that is required for entry into the position that would result in reasonable expectation that the person can perform the tasks required by the position.*

Requires two years of law enforcement experience.

AMERICANS WITH DISABILITIES REQUIREMENTS

PHYSICAL DEMANDS: *Physical demands refers to the requirements for physical exertion and coordination of limb and body movement.*

Requires medium to heavy work involving exerting up to 50 pounds of force on a frequent basis and over 100 pounds of force on an occasional basis.

UNAVOIDABLE HAZARDS: *Unavoidable hazards refers to unusual conditions in the work environment that may cause illness or injury.*

The position is exposed to extreme heat or cold, wet/humid conditions, bright or dim lights, dust/pollen, intense noise levels, violence, disease/pathogens, traffic, animals/wildlife, and explosives.

SENSORY (ADA) REQUIREMENTS: *Sensory requirements refers to hearing, sight, touch, taste, and smell necessary to perform the tasks required by the position efficiently.*

The position requires normal visual acuity and field of vision, hearing, speaking, color perception, sense of taste, sense of smell, depth perception, and texture perception.

AMERICANS WITH DISABILITIES ACT COMPLIANCE

The City of Dover is an Equal Opportunity Employer. ADA requires the City to provide adequate accommodations to qualified persons with disabilities. Prospective and current employees are encouraged to discuss ADA accommodations with management.

CITY OF DOVER
POSITION DESCRIPTION

TITLE: POLICE OFFICER 1ST CLASS

FLSA: Non-Exempt

GENERAL DESCRIPTION

The essential function of the position within the organization is to protect life and property, enforce laws, and investigate crime. The position is responsible for surveillance, law enforcement, investigations, apprehension, and reporting. The position works under general supervision independently developing work methods and sequences.

PRIMARY DUTIES: *This list represents the essential tasks performed by the position. Employees may be assigned additional duties by management as required.*

Conducts routine patrols in residential and business areas; maintains contact with businesses and residents to establish good relations.

Responds to calls for police service and responds to crimes, domestic disputes, disturbances, disputes among neighbors, juveniles, or other incidents; performs jock locks; investigates fraud complaints; apprehends law breakers as necessary; conducts follow-up investigations of crimes and other incidents; conducts surveillance of areas for suspected or potential criminal activity.

Provides specialized police service when trained and assigned, such as K-9 or school or motorcycle patrol.

Obtains search warrants to investigate criminal activity; conducts interviews and processes crime scenes; processes prisoners in custody.

Provides information and/or assistance to the public, informing citizens of services in the community, or providing referrals to other city, county, or state agencies; develops and implements special classes and teaches and instructs prevention programs to groups in the community.

Attends and/or conducts meetings to address community concerns relating to public safety issues, establish safety-related organizations, or report crime data to community leaders.

Maintains the peace and safety of the community by quelling public disturbances and maintaining order at group functions; provides escort service or performs parade duty as required.

Provides for the safe and convenient flow of traffic and pedestrians within the community; investigates traffic accidents; enforces traffic violations; promotes vehicular and pedestrian safety; reports unsafe road conditions; and conducts DUI or other investigations.

Issues civil or legal documents such as traffic citations; prepares forms and other documents as required; testifies in civil and criminal court proceedings or gives depositions; assists with prisoner transport.

Performs related clerical tasks such as typing, telephoning, preparing warrants, or gathering data/information to prepare routine and special reports.

Attends in-service training and technical or professional classes, seminars, or conferences to improve technical and professional skills and to maintain required certification.

DATA RESPONSIBILITY: *Data refers to information, knowledge, and conceptions obtained by observation, investigation, interpretation, visualization, and mental creation. Data are intangible and include numbers, words, symbols, ideas, concepts, and oral verbalizations.*

Collects, classifies, and formats data or information.

PEOPLE RESPONSIBILITY: *People refers to individuals who have contact with or are influenced by the position.*

Provides assistance to people to achieve task completion; may instruct or assign duties to coworkers.

INVOLVEMENT WITH THINGS: *Things refers to inanimate objects such as substances, materials, machines, tools, equipment, work aids, or products. A thing is tangible and has shape, form, and other physical characteristics.*

Handles machines, tools, equipment, or work aids involving moderate latitude for judgment regarding attainment of standard or in selecting appropriate items, such as patrol vehicle, motorcycle, radio equipment, radar, computer, or firearms.

ASSETS RESPONSIBILITY: *Assets responsibility refers to the responsibility for achieving economies or preventing loss within the organization.*

Requires responsibility and opportunity for achieving considerable economies and/or preventing considerable losses through the handling of materials and equipment of very high value.

SAFETY OF OTHERS: *Safety of others refers to the responsibility for other people's safety, either inherent in the job or to assure the safety of the general public.*

Requires considerable responsibility for the safety and health of others and/or continuous enforcement of the laws and standards of public health and safety.

MATHEMATICAL REQUIREMENTS: *Mathematics deals with quantities, magnitudes, and forms and their relationships and attributes by the use of numbers and symbols.*

Uses addition, subtraction, multiplication, and division; may compute ratios, rates, and percents.

COMMUNICATIONS REQUIREMENTS: *Communications involves the ability to read, write, and speak.*

Reads technical instructions, charts, and/or procedures manuals; composes routine reports and completes job forms; speaks compound sentences using standard grammar.

COMPLEXITY OF WORK: *Complexity of work addresses the analysis, initiative, ingenuity, creativity, and concentration required by the position and the presence of any unusual pressures.*

Performs skilled work involving rules/systems with almost constant problem solving; requires normal attention with short periods of concentration for accurate results and occasional exposure to unusual pressure.

IMPACT OF DECISIONS: *Impact of decisions refers to consequences such as damage to property, loss of data or property, exposure of the organization to legal liability, or injury or death to individuals.*

Makes decisions with serious impact - affects most units in organization, and affects citizens; probability of loss of life and/or damage are likely.

EDUCATION AND EXPERIENCE REQUIREMENTS

EDUCATION REQUIREMENTS: *Education requirements refers to job specific training and education required for entry into the position.*

Requires high school diploma or GED, and the equivalent of one year of college or specialized vocational training in law enforcement or a closely related field.

LICENSES, CERTIFICATIONS, AND REGISTRATIONS REQUIRED: *Licenses, certifications, and registrations refers to professional, state, or federal licenses, certifications, or registrations required to enter the position.*

Requires valid Delaware Driver's License and COPT, CPR, First Aid, Radar, Intoxilyzer, Firearms, and other task-specific certification appropriate to specially assigned functions within the Department.

EXPERIENCE REQUIREMENTS: *Experience refers to the amount of work experience that is required for entry into the position that would result in reasonable expectation that the person can perform the tasks required by the position.*

Requires one year of law enforcement experience.

AMERICANS WITH DISABILITIES REQUIREMENTS

PHYSICAL DEMANDS: *Physical demands refers to the requirements for physical exertion and coordination of limb and body movement.*

Requires medium to heavy work involving exerting up to 50 pounds of force on a frequent basis and over 100 pounds of force on an occasional basis.

UNAVOIDABLE HAZARDS: *Unavoidable hazards refers to unusual conditions in the work environment that may cause illness or injury.*

The position is exposed to extreme heat or cold, wet/humid conditions, bright or dim lights, dust/pollen, intense noise levels, violence, disease/pathogens, traffic, animals/wildlife, and explosives.

SENSORY (ADA) REQUIREMENTS: *Sensory requirements refers to hearing, sight, touch, taste, and smell necessary to perform the tasks required by the position efficiently.*

The position requires normal visual acuity and field of vision, hearing, speaking, color perception, sense of taste, sense of smell, depth perception, and texture perception.

AMERICANS WITH DISABILITIES ACT COMPLIANCE

The City of Dover is an Equal Opportunity Employer. ADA requires the City to provide adequate accommodations to qualified persons with disabilities. Prospective and current employees are encouraged to discuss ADA accommodations with management.

CITY OF DOVER
POSITION DESCRIPTION

TITLE: POLICE OFFICER

FLSA: Non-Exempt

GENERAL DESCRIPTION

The essential function of the position within the organization is to protect life and property, enforce laws, and investigate crime. The position is responsible for surveillance, law enforcement, investigations, apprehension, and reporting. The position works under general supervision according to some procedures; decides how and when to complete tasks.

PRIMARY DUTIES: *This list represents the essential tasks performed by the position. Employees may be assigned additional duties by management as required.*

Conducts routine patrols in residential and business areas; maintains contact with businesses and residents to establish good relations.

Responds to calls for police service and responds to crimes, domestic disputes, disturbances, disputes among neighbors, juveniles, or other incidents; apprehends law breakers as necessary; conducts follow-up investigations of crimes and other incidents; conducts surveillance of areas for suspected or potential criminal activity.

Provides information and/or assistance to the public, informing citizens of services in the community, or providing referrals to other city, county, or state agencies.

Maintains the peace and safety of the community by quelling public disturbances and maintaining order at group functions.

Provides for the safe and convenient flow of traffic and pedestrians within the community; investigates traffic accidents; enforces traffic violations; promotes vehicular and pedestrian safety; reports unsafe road conditions; and conducts DUI or other investigations.

Issues civil or legal documents such as traffic citations; prepares written reports, forms, and other documents as required; may testify in civil and criminal court proceedings or give depositions.

Performs related clerical tasks such as filling out forms and preparing routine reports.

DATA RESPONSIBILITY: *Data refers to information, knowledge, and conceptions obtained by observation, investigation, interpretation, visualization, and mental creation. Data are intangible and include numbers, words, symbols, ideas, concepts, and oral verbalizations.*

Computes or performs arithmetic operations.

PEOPLE RESPONSIBILITY: *People refers to individuals who have contact with or are influenced by the position.*

Speaks with or signals to people to convey or exchange information.

INVOLVEMENT WITH THINGS: *Things refers to inanimate objects such as substances, materials, machines, tools, equipment, work aids, or products. A thing is tangible and has shape, form, and other physical characteristics.*

Handles machines, tools, equipment, or work aids involving moderate latitude for judgment regarding attainment of standard or in selecting appropriate items, such as patrol vehicle, radio equipment, radar, computer, or firearms.

ASSETS RESPONSIBILITY: *Assets responsibility refers to the responsibility for achieving economies or preventing loss within the organization.*

Requires responsibility and opportunity for achieving moderate economies and/or preventing moderate losses through the management or handling of equipment of high value or moderate amounts of money.

SAFETY OF OTHERS: *Safety of others refers to the responsibility for other people's safety, either inherent in the job or to assure the safety of the general public.*

Requires considerable responsibility for the safety and health of others and/or continuous enforcement of the laws and standards of public health and safety.

MATHEMATICAL REQUIREMENTS: *Mathematics deals with quantities, magnitudes, and forms and their relationships and attributes by the use of numbers and symbols.*

Uses addition, subtraction, multiplication, and division; may compute ratios, rates, and percents.

COMMUNICATIONS REQUIREMENTS: *Communications involves the ability to read, write, and speak.*

Reads technical instructions, charts, and/or procedures manuals; composes routine reports and completes job forms; speaks compound sentences using standard grammar.

COMPLEXITY OF WORK: *Complexity of work addresses the analysis, initiative, ingenuity, creativity, and concentration required by the position and the presence of any unusual pressures.*

Performs skilled work involving rules/systems with almost constant problem solving; requires normal attention with short periods of concentration for accurate results and occasional exposure to unusual pressure.

IMPACT OF DECISIONS: *Impact of decisions refers to consequences such as damage to property, loss of data or property, exposure of the organization to legal liability, or injury or death to individuals.*

Makes decisions with serious impact - affects most units in organization, and affects citizens; probability of loss of life and/or damage are likely.

EDUCATION AND EXPERIENCE REQUIREMENTS

EDUCATION REQUIREMENTS: *Education requirements refers to job specific training and education required for entry into the position.*

Requires high school diploma or GED, and the equivalent of one year of college or specialized vocational training in law enforcement or a closely related field.

LICENSES, CERTIFICATIONS, AND REGISTRATIONS REQUIRED: *Licenses, certifications, and registrations refers to professional, state, or federal licenses, certifications, or registrations required to enter the position.*

Requires valid Delaware Driver's License and COPT, CPR, First Aid, Radar, Intoxilyzer, and Firearms certification.

EXPERIENCE REQUIREMENTS: *Experience refers to the amount of work experience that is required for entry into the position that would result in reasonable expectation that the person can perform the tasks required by the position.*

Requires no prior experience, just a short demonstration.

AMERICANS WITH DISABILITIES REQUIREMENTS

PHYSICAL DEMANDS: *Physical demands refers to the requirements for physical exertion and coordination of limb and body movement.*

Requires medium to heavy work involving exerting up to 50 pounds of force on a frequent basis and over 100 pounds of force on an occasional basis.

UNAVOIDABLE HAZARDS: *Unavoidable hazards refers to unusual conditions in the work environment that may cause illness or injury.*

The position is exposed to extreme heat or cold, wet/humid conditions, bright or dim lights, dust/pollen, intense noise levels, violence, disease/pathogens, traffic, animals/wildlife, and explosives.

SENSORY (ADA) REQUIREMENTS: *Sensory requirements refers to hearing, sight, touch, taste, and smell necessary to perform the tasks required by the position efficiently.*

The position requires normal visual acuity and field of vision, hearing, speaking, color perception, sense of taste, sense of smell, depth perception, and texture perception.

AMERICANS WITH DISABILITIES ACT COMPLIANCE

The City of Dover is an Equal Opportunity Employer. ADA requires the City to provide adequate accommodations to qualified persons with disabilities. Prospective and current employees are encouraged to discuss ADA accommodations with management.

Benefit Comparison Among Government Entities for Management Employees
December 2011
Coordinated by Kim Hawkins, City of Dover
Human Resources Director
736-7790

Type of Benefit	City of Dover	Harrington	Milford	Middletown	Newark	City of New Castle	Wilmington	Seaford	Smyrna	Kent County Levy Court	New Castle County	Sussex County
Size of Total Workforce	350 FT/14 PT	31		160	229		1134 FT/39 PT					
Residence Requirement?	No			No	None		Yes, within 6 months of hire. Continue residency for at least 5 years.	Yes, within the Seaford School District. All mgmt & emergency response personnel.				
Last Pay Increase Award	7/1/11 = 0%			2%	4/1/2008, 4.0%		7/1/11 = 0%	07/01/11 - Base Wage $1,500 < $30 K or 1% >$30 K				
Longevity	Employees hired prior to July 1, 1980: 9 years = 10 cents per hr 12 years = 20 cents per hr 15 years = 30 cents per hr 20 years = 40 cents per hr 25 years = 50 cents per hr				10 yrs = $350 15 yrs =$750 20 yrs = $1,000 per year		n/a	N/A		Employees receive $500 annually for 5 to 9 years of continuous County service; $1,000 for 10 to 14 years of continuous County service; $1,500 for 15 to 19 years of continuous County service; $2,000 for 20 to 24 years of continuous County service; $2,500 for 25 to 29 rs of continuous County service; $3,000 for 30 to 34 years of continuous County service; $3,500 for 35 to 39 years of continuous County service; $4,000 for 40 or more years of continuous County service. Paid out over ensuing year.		
Service Award	n/a			n/a	10 years of service; 2% of the employee's monthly base salary as of November 1 multiplied by the employee's year of service		n/a	N/A				
Annual Leave:												
	6 days/0-6 months	12 days/90 days - 5 years	10 days/1-5 years	10 days/1-5 years	10 days/0-5 yrs	10 days/After 6 months	12 days/1-5 yrs	10 days/1 -5 years	12 days/0-5 years	10 days/1-4 years	1 day per month, max 10/Less than 12 months of service	15 days/0- 10 years
	15 days/6 months-8 years	15 days/6-9 years	15 days/6-9 years	15 days/6-10 years	15 days/6-10 yrs	15 days/After 2 years	15 days/6-9 yrs	15 days/5-10 years	15 days/6-10 years	15 days /5-9 years	10 days/1-4 years	18 days/10-14 yers
	21 days /9-15 years	20 days/10-19 years	20 days/10-14 years	20 days/11-20 years	20 days/11-20 yrs	20 days/After 5 years	20 days/10-12 yrs	20 days/10-20 years	18 days/11-15 years	18 days /10-14 years	15 days/5-9 years	21 days/15+ years
	24 days/16-20 years	25 days/20-34 years	25 days/15+	25 days/21+ years	25 days/20 yrs+		22 days/13-15 yrs	25 days/20-35 years	21 days/16-20 years	21 days/15-19 years	20 days/10-14 years	
	27 days/21+ years	30 days/35+ years					25 days/16+ yrs	30 days/35+ years	24 days/20+ years	24 days/20-24 years	25 days/15 years	
										27 days/25 years>	25+/15+ years (an add't day for each successive	
Maximum days that can be accumulated?	Amount you earn in a year		240 hours/30 days	Yes, amount you earn in a year	2 wk carry at 10 yrs	15 days/120 hours	10 days max. carryover	25 days/200 hours				Yes, twice their annual accrual. Lose on June 30.
Is there a use or lose provision?	Yes, sell back 40 hours if earn 15 days per yr. 40 or 80 hours if earn 21, 24 or 27 days per year				none up to 10 yrs		Permission can be obtained to carry over excess	Yes. Must use amount not eligible for carryover by 12/31 or lose it.		Yes		

Exhibit J

Benefit Comparison Among Government Entities for Management Employees
December 2011
Coordinated by Kim Hawkins, City of Dover
Human Resources Director
736-7790

Type of Benefit	City of Dover	Harrington	Milford	Middletown	Newark	City of New Castle	Wilmington	Seaford	Smyrna	Kent County Levy Court	New Castle County	Sussex County
Sick Leave:												
Days/hours given per years of service?	8 hours per month	3.69 hours per pay period	8 hours per month	1.25 days per month/15 days per year.	9.38 hours/month 15 days/year	1.25 days per month/15 days per year	12 days per year	Do not accrue sick leave. Dr.'s note required after 3 days or 3 occurences during a calendar year. See short-term disability.	12 days per year	10 hours/month 15 days/year	One day per month	10 hours per month
Can all hours be accumulated?	Yes	No	No	Yes	No	No	No	No	Yes	No		Yes
If no, maxiumum accumulation		960 hours	1,040	Employees with 11-20 yrs of service can't accumulate more than 20 days of unused vacation, and employees 21+ yrs of service can't accumulate more than 25 days of unused vacation, as of January 1st each yr.	Up to 90 days	2,080 hours/260 days	12 days for each year of service, not to exceed 240 days (20 yrs. of service)	None		120 days		
Can sick leave be converted to annual leave?	No			\	No	Managers may use up to 32 hours per calendar year for personal reasons. 2 personal holidays.	No	No		Yes, each 3 sick days accrued over 120 converts to one additional vacation day		
Is sick leave eligible for sell back at retirement?	If hired prior to 7/1/2004: 130 days with 20 or less yrs. of service 134 days with 21 completed yrs. of service 138 days with 22 completed yrs of service 142 days with 23 completed yrs. of service 146 days with 24 completed yrs. of service 150 days with 25+ yrs. of service. If hired after 7/1/04 up to 100 days regardless of years of service.		Up to 156 hours	Yes, max of 90 days will be bought back at 1 day's pay for every 2 days sick time.	No, however, City pays 33% for any leave accumulated over 90 days every year.	Yes, up to 720 hours/90 days	Yes, accumulated 60-100 days, $25 per day; accumulated 101-240 days, $30 per day; gross misconduct excluded	No	Yes, receive 50% up to a max of 90 days.	Upon retirement employee is paid for 1/2 of accrued sick leave up to a max of 90 days		Yes, 90 day max.
Is there a sick leave bank for needy employees?	No	No		Employees may request donated leave, after they've used all their sick and vacation time	No, however, employees may donate vacation and comp time.		Yes, may donate up to 20 days of equal parts sick and vacation per yr	No		No bank, but employees may donate 3 sick days per year or an equal amount of sick and vacation directly to FMLA eligible reason absent co-worker	Yes	
Personal Leave:												
Days/hours given per year	None			2 days	1 day	Managers may use up to 32 hours of sick leave per calendar year for personal reasons.	None	N/A		3 days for hourly employee, deducted from sick leave 5 days for exempt employee		
Do unused hours carry over?	n/a			No	No		n/a	N/A		No, use or lose in CY		

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Type of Benefit	City of Dover	Harrington	Milford	Middletown	Newark	City of New Castle	Wilmington	Seaford	Smyrna	Kent County Levy Court	New Castle County	Sussex County
Bereavement Leave:	Yes, full pay for up to three days, five days if funeral is more then 400 miles aways	Yes, up to 3 working days		Yes, up to 3 working days	Up to 4 days with pay for death of members of immediate family.	Yes, full pay for up to 3 or 4 days, depending on relationship and residence. One (1) add't day for distance over 100 miles.	Up to 4 days, additional day for travel may be granted	Yes, up to 24 hours for death in immediate family. Up to 8 hours for in-laws.		Full pay for 5 days for death of spouse, child or parent, 3 days for immediate family, or day of funeral service for a near relative, deducted from sick leave.		
Family covered by Bereavement Leave:	Spouse, parents, children, siblings, grandparents, grandchildren plus the various combinations of half, step, in-law and adopted relationships. In addition to significant other if not married or separated from spouse, and any relataive living with the employee.	Immediate family		Spouse, parents, children, siblings, grandparents, grandchildren plus the various combinations of half, step, in-law and adopted relationships.	Spouse, children, parent, parent-in-law, legal guardian, grandparent, brother or sister.	Immediate Family: spouse, children, step children, parents, step parents, brother, sister, grandparents, grandchild, mother and father-in-law, brother and sister-in-law, and any person with whom the employee lives.	Spouse, child, grandchild, parent, sibling, grandparent, great-grandparent, step parent, mother/father-in-law, grandparent-in-law, son/daughter-in-law, brother/sister-in-law, any person who employee acts in loco parentis	Immediate Family: spouse, children, step children, parents, step parents, brother, sister, grandparents, grandchild, mother and father-in-law. In Laws: brother and sister-in-law, son & daughter-in-law.				
Holidays:	11	12	13.5	10	12	14		9	12	13	13.5	13; 15 during election year
New Years Day	X	X	X	X	X	X	X	X		X		
Martin Luther King Jr's Birthday	X	X	X	X	X	X	X			X		
Lincoln's Birthday							Floating					
Washington's Birthday							X					
Presidents Day	X	X	X		X	X				X		
Good Friday	X	X	X		X	X	X	X		X		
Memorial Day	X	X	X	X	X	X	X	X		X		
Independence Day	X	X	X	X	X	X	X	X		X		
Labor Day	X	X	X	X	X	X	X	X		X		
Columbus Day		X					Floating			X		
Election Day		X	X	X		X	X, biennially			X		
Return Day			X - 1/2 day									
Veteran's Day	X	X	X				X			X		
Thanksgiving Day	X	X	X	X	X	X	X	X		X		
Day After Thanksgiving Day	X	X	X	X	X	X	X	X		X		
Christmas Eve			X	X	X	X		X			1/2 day	
Christmas Day	X	X	X	X	X	X	X	X		X		
Personal Day				2	X	X-2		X - Bday				
Health Insurance:	Participates in the State of Delaware plan	Not in the State plan.	Participates in the State of Delaware plan	BCBS		Participates in the State of Delaware plan		Maintains its own partially self-funded plan thru OneNet PPO	Participates in the State of Delaware plan			
Waiting Period:	Hired from the 1st through and including the 15th of the month, effective the first of the following month. Hired on or after the 16th of the month, effective the first day of the calendar month following one calendar month of employment.		Coverage starts the first day of the following month of hire.	Coverage starts the first day of the following month of full-time status.	Effective on the first of the month immediately following the employee's date of hire.	1st day of the month following employment.	After 90 days of employment	90 day waiting period		The first day of the month following employment.	Starts the first day of the month following a 90 day waiting period from the date of hire.	

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Type of Benefit	City of Dover	Harrington	Milford	Middletown	Newark	City of New Castle	Wilmington	Seaford	Smyrna	Kent County Levy Court	New Castle County	Sussex County
Contributions:												
% Paid by employer:	100% Employee coverage and 75% dependent	100% Employee coverage, 40% of dependent (FY10 and FY11, City absorbed rate increase for employees, thus effective rate is approximately 42% employee and 585 City.)	90%	100% of any tier of coverage. High deductible with HRA. Funds 75% of deductible.	100% employee coverage and 87.5% dependent	100% of Employee coverage	93% - 98%	95.50% Employee Coverage and 71.50% Dependent Coverage	85 % of total premium	100% employee coverage & 60% for dependent		
% Paid by employee:	25% dependent	60% of dependent coverage	10%	Remainder of health expenses.	15%of dep. Prem.		Pre-tax bi-wkly; range $4.50 to $43.50; 2%-7%	4.5% Employee Coverage & 28.50% Dependent Coverage	15% of total premium	40% family		
Contribution to FSA Plan	No	Yes, single coverage deductible		No	No		$250 to $750 per year	Yes				
Stipend/Incentive for declining coverage?	No			Yes, 1/3 of cost of employee premium.	No	Yes	Yes, $180 per month	No				
Dental Insurance:			State of Delaware Plan									
Do you offer dental insurance?	Yes	Yes	Yes	Yes	Yes	Yes, State of Delaware Plan	Yes	Yes - Dental/Vision		Yes	Yes	Yes
If yes, percentage paid by employer	0%		0%	Middletown reimburses 100% for the first $150 spent and will pay 50% of all bills above the initial $150 up to an add't $900 for each family member (total per family member $1,050).	100% employee coverage and 85% dependent	100% of employee coverage	93.5% - 97%	Maximum benefit is $800 per person/$2400 per family, per plan year. 1st $100 in charges are reimb. 100%, next $500 in charges are reimb. 80%, then next $600 in charges are reimb. 50%.		100% employee coverage		Direct Reimbursement up to $1,000 (100%, Deductible, 80% and 50%). Amounts apply to dental and vision, combined.
If yes, percentage paid by employee	100%		100%		15.00%		Range 50 cents to $3.00 per pay; 3%-6.5%	Maximum benefit is $800 per person/$2400 per family, per plan year. 1st $100 in charges employee pays 0%, next $500 in charges employee pays 20%, then next $600 in charges employee pays 50%.		100% dependent		
Stipend/Incentive for declining coverage?	No			No	No		Yes, $20 per month	No				
Vision Insurance:												
Do you offer vision insurance?	Yes	Yes		Yes	No		No	Yes - Dental/Vision		Included in health insurance	Yes	Yes
If yes, percentage paid by employer	100% of employee coverage			Middletown pays 100% of the first $250, per family member per year and 50% of bills avove the initial $250, up to max of $500.			n/a	Maximum benefit is $800 per person/$2400 per family, per plan year. 1st $100 in charges are reimb. 100%, next $500 in charges are reimb. 80%, then next $600 in charges are reimb. 50%.				Direct Reimbursement up to $1,000 (100%, Deductible, 80% and 50%). Amounts apply to dental and vision, combined.

Benefit Comparison Among Government Entities for Management Employees
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Type of Benefit	City of Dover	Harrington	Milford	Middletown	Newark	City of New Castle	Wilmington	Seaford	Smyrna	Kent County Levy Court	New Castle County	Sussex County
If yes, percentage paid by employee	100% of dependent coverage						n/a	Maximum benefit is $800 per person/$2400 per family, per plan year. 1st $100 in charges employee pays 0%, next $500 in charges employee pays 20%, then next $600 in charges employee pays 50%.				
Retirement Plans:												
Do you offer a Defined Benefit Pension Plan?	No, closed to new entry in September 2009	Yes, State of Delaware Pension Plan	Yes, State of Delaware County/Municipal Pension	No, 6% of gross salary to an interest bearing account payable employee at retirement or termination.	Yes	Yes, State of Delaware County and Municipal Employee Pension Plan	Yes	Yes		Yes	Yes	
Vesting Requirement	10 years	5 years		Employees are vested 6 months after hire date	5 years	5 years	Minimum of 5 years	10 years	5 years	Hired before 6/29/2010, vest after five years. Hired after June 29, 2010 vested after eight years.	10 years	8 years
Eligiblity	Full-time employees; 40 hours per week			Full time employees	Full time employees		Full time employees	Full time General Employees		Full-time employee or 1,000+ hours per year		
Retirement Eligibility:	Hired Before 5/1994: age 65 and at least 10 years of service; age 50 and 20 years of service; any age with 25 years of service. Hired after 5/1994: age 65 with 10 years of service; combination of 80 (age and years of service)			Early retirement incentive offered to any employee at least 55 yrs of age and at least 15 yrs of service; total number is age plus service	Later of employee's 65th birthday or the employee's 5th anniversay in the plan; 55 with at least 15 years of service	Age 65 and 10 years of service. Age 55 with 10 years, with a reduction of 1/2% for each month before age 65.	Age 65 with 5 years of service; age 55 with 5 years of service; Vesting schedule for employees who separate service with 5 or more years of service; 100% vesting at 10+ years of service	Normal - Earlier of Age 62 and 25 years of service or later of age 65 or 5th anniversary. Early - Age 55 and 10 years of service with a reduced benefit.		Age 62 with 5/8 years of service; age 60 with 15 years of service; age 55 with 20 years of service, any age with 30 years		
Pension Formula	2%			6%	2.1%	Hire date of 7/1/00 determining factor. Before 2%, after 1.6%. Add't factors apply.	2% per year, up to 35 years	Normal - 50% of highest three year average compensation, plus 2.5% for every year over 25 years.		2% if hired before 12/21/10; 1.85% if hired after 12/21/10		
If yes, what percentage do employees contribute?	3.50%	3%, after $6,000	3% after $6,000		2.5% of base and longevity		2%	0%	0%	3% of base salary over $6,000 deduction if hired after 12/21/2010; 1% of base salary deduction for all other eligible employees	3% in excess of $230 bi-weekly	0%
Do you offer a Deferred Compensation Retirement Plan as a main pension plan as an alternate to the Defined Benefit Plan? For example a 401.	Yes	No	No	No	No		No	No		No, but offer 457 fully funded by the employee	No	
If yes, what percentage does the employer match?	Up to 6%, 3% required contribution by employee						n/a	N/A				
Do you offer a 457 retirement plan or a supplemental retirement plan?	Yes	No	Yes	Yes	Yes	Yes	Yes	No			Yes	Yes

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Is a contribution amount provided for a supplemental pension plan in addition to the defined benefit plan contributions?	No		Yes, match up to 6%, eligible after one year	No	No	No	No*	Yes		No	Yes	
If yes, what percentage or flat dollar amount?					No employer contribution		*A one-time City contribution of $250 was made for anyone who was in the 457 plan for one year effective 7/1/07-6/30/08.	Minimun of 3.5% up to a Maximum of 10%			Contribute 1% and will match up to an add't 2%	
Medicare:												
If retiree is Medicare eligible (age 65) do they --												
Continue in the retiree medical plan?	X			X	X		X	Yes		X		
Lose their eligibility?								No				
Do you reimbursement retiree for Medicare Part B premium?	Yes	No			No			City pays 50% of Medicare Supplement Premium				
Retiree Health Care:												
Yes	X			X	X		X			X		
No		X				X		X				
% of premium paid by employer	100% Employee coverage and 75% dependent				Allowance equal to non-medicare premium at retirement		80%			100% Retiree coverage & 60% dependent		
% of premium paid by employee	25% dependent				varies		20%			40% dependent		
If so, what criteria are used to qualify an employee to receive retiree health care? Please explain.	Eligible for retirement only				Age 55 and 25 years of service		Age 55/20 yrs service only employee is eligible for coverage			Eligible upon retirement from active service or Rule of 70 age & service		
Life Insurance/Short and Long Term Disability Insurance:												
Do you offer life insurance coverage?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
If yes, amount of coverage	2x annual salary	$50,000	2x base annual salary, not to exceed $250,000	1x annual salary	2X salary up to $150,000	1x annual basic earnings to a max of $50,000	1 1/2 x salary up to $50,000	2x annual salary, max $200,000 benefit	$50,000	Base salary	1.5x annual salary (min $50,000: max $200,000)	$25,000
If yes, percentage paid by employer	50%	100%	100%	100%	100%	100%	100%	100%	100%	100%		100%
Do you offer short-term disability insurance	Yes	Yes, 60% up to $750, starts on 30th day	Yes, 60% up to $750, starts on 30th day	Yes	No		No	Yes		No- only sick time		
If yes, percentage paid by employer	50%		0%				n/a	100% - self funded				
Retirement Life Insurance	No	0%				Yes, $10,000		Yes, 50% reduction in employee benefit upon retirement or age 70				
Short-term disability benefit	70% of weekly wages not to exceed $400 - 52 week eligiblity			60% of weekly salary up to $600 per week; 26 weeks max benefit				10 weeks at 100% of base pay and 16 weeks at 66.67% of base pay				
Do you offer long-term disability insurance	Yes, after 52 weeks	No	Yes	Yes	Yes		Yes	Yes, 180 day eliminate period, 60%		Yes		yes, 60% up to $5,000; 90 day wait period
If yes, percentage paid by employer	100%		100%, 60% max $5,000, starts 180th day	60% of salary up to $2500 per month starts 180th day	100%		100%	100%		100%		

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Type of Benefit	City of Dover	Harrington	Millford	Middletown	Newark	City of New Castle	Wilmington	Seaford	Smyrna	Kent County Levy Court	New Castle County	Sussex County
Flexible Spending Account:												
Do you offer a Medical Spending Account?	Yes	No	Yes	Yes	Yes		Yes	Yes		Yes	Yes	Yes
If yes, what is the limit?	$2,500		$3,000	$3,000	$2,600		$2,500	$2,500		$2,500		
Do you offer a Dependent Care Spending Account?	Yes		Yes	Yes	Yes		Yes	Yes		Yes	Yes	
If yes, what is the limit?	$5,000		$5,000	$5,000	$5,000		$5,000	$5,000		$5,000		
Tuition Reimbursement	Yes, after six months of employment. Reimbursement based upon grade...receive reimbursement for tuition, books and lab fees up to three courses per semester/block	No		Yes, after 6 months of employment, reimburse for all costs for the course and course material. A grade of C or better is required.	50% of books and tuition only for each course which is Job-related. Only for undergrad courses.		Yes, after 1 yr apply for funds for registration/tuition only if available for a mx of $800/fy and must have a "C" or better for undergrad and "B" for graduate	Yes, after 6 months of employment, reimburse for all tuition, fees, and books for the course. A passing grade is required.		75% up to $750 per year for undergraduate and $1,000 for graduate	Yes	
Pay back Period;	2 years of employment						if employee leaves w/in 18 months	3 Years of Employment		1 year of employment		
Degree/Certification Award - Incentive for obtaining advanced college education or professional certification	No				No		No	No		Higher education or certain types of professional certificaiton are eligible for up to five percent pay increase		
Fitness Center or Gym membership	No			NO	No		No	No		On-site	Yes	
AFLAC insurance	No	Yes		NO	No		No	Yes		Yes	Yes	Yes

S:\ATTACHMENTS & EXHIBITS\Misc Committee Attachments\Salary and Benefits Compensation Comparison Committee\2012\02-08-2012\[Staff Benefit Comparison Worksheet December 2011 (Koenig 01-30-12 email).xlsx]Outside Organs

Pay Plan and Benefit Comparison
Exhibit 23 Updated to Reflect Research by Mike Karia

Exhibit K

	Non - Bargaining	FOP	IUE	IBEW	Kent County	Smyrna	Seaford	Middletown	Harrington	NCC	Sussex County
Contract Wage Increases:											
7/1/2007 - 6/30/08 (FY08)	PFP Scale 2.0% - 6.5%	3.50%	3.50%	3.00%							
7/1/2008 - 6/30/09 (FY09)	3.5%, 3.66%, or 4.0%	4.00%	3.50%	3.50%							
7/1/2009 - 6/30/10 (FY10)	3.5	3.50%	3.50%	4.00%							
7/1/2010 - 6/30/11 (FY11)	PFP Scale 0% to 4.7%	3.00%	8/15/2010 –3.0%	3% eff. 1/25/11 plus $500							
7/1/2011 - 6/30/12 (FY12)	0.00%	2 % , 1/1/2012, Arbitrator decision	2.00%	2.00%							
Career Development - training based or years of service	Yes (Not all positions)	Yes	Yes (Not all positions)	Yes (Not all positions)							
% Between Steps	PFP %'s	8% - 2% declining	3%	3% - 4%	2%						
% Between Ranks/Grades	5%	4% - 11%	4% - 5%	5% - 19%							
Lowest Hourly Rate FY2012	$10.66	$22.12	$10.33	$15.61	Step Increase and COLA when budget allows						
Highest Hourly Rate FY2012	$60.35	$47.94	$31.11	$34.35							
Average Actual Hourly Rate FY2012	$26.08										
Stand By or On Call Pay	N/A	7 hrs reg time	7 hrs reg time	7 hrs reg time							
Court Pay - unscheduled overtime		2 - 3 hrs									
Extra Duty Pay at 1 1/2 Salary minimum 3 hrs per assignment		OT min 3 hrs									
Furloughs		No Furloughs FY 11/12	No Furloughs FY11/12								
Holidays - (IBEW in lieu of Personal Days)	11 or 6	11	11	6	12	9	12?	10	12	13.5	
Personal Days - (IBEW & IBEW Management in lieu of Holidays)	0 or 6	0	0	6	5 days for Exempt Employee	12					
Vacation Time - Days											
0-6 months	6	6	6	10	Same	12, 15, 18, 21, 24	10-25	2 - 5 weeks	1 day per month- 30 days	10 days a year - 25 days	1.25 days - 21 days
6 months to 8 years	15	15	15	15							
8 to 15 years	21	21	21	21							
15 to 20 years	24	24	24	24							
20 years and over	27	27	27	27							
Maximum Accruals	Yes	Yes	Yes	Yes							
		Eff. 1/31/10 same as IBEW/FOP									
Vacation Sell Back											
Maximum hours	80	80	80	80							
Increments	40 hr increments	any amt up to 40 than 20 hr increments	40 hr increments	40 hr increments							
Sick Leave - Days per Year	12	12	12	11	1.25 days per month		1 day per month	1.25 days per month			
Maximum Accrual	No	180	No	150	120 days		156 hours paid at retirement	90 days paid at retirement			
Day Paid Out Upon Retirement - 20 years	130	130	130	130	Half of accrued sick leave up to a max of 90 days paid at retirement						
Days Paid Out Upon Retirement - 25 years	150	150	150	150							
Terminal leave sick payments hired after effective date	100 (eff 7/1/04)	100 (eff 4/21/04)	100 (eff 7/1/04)								
Prorated for 21 -24 years if hired prior to effective date	134-146 (eff 7/1/04)	134-146 (eff 4/21/04)									
Disability Plan	Yes	Yes	Yes	Yes	Yes						
Attendance Bonus - Days	1 - 2	0	0	1 - 2							
Health Care - Active							10% employee, 90% City Employees $2k a month 70% of family premium		100% of Employee, Spouse and Dependent		
Employee Premium - Employer Contribution	100%	100%	100%	100%	100%	85% Employee				Yes	Yes
Dependent Premium - Employer Contribution	75%	75%	75%	75%	60%	80% Family					

Exhibit K

Pay Plan and Benefit Comparison
Exhibit 23 Updated to Reflect Research by Mike Karia

	Non - Bargaining	FOP	IUE	IBEW	Kent County	Smyrna	Seaford	Middletown	Harrington	NCC	Sussex County
Retiree Health Care - Normal Retirement		FOP	IUE	IBEW							
Retiree	100%	100%	100%	100%							
Retiree - Dependent Care	75%	75%	75%	75%							
Retiree Dependent Care (Hire date prior to 7/1/86				75%							
Retiree Dependent Care (Hire date after 7/1/86)				0%							
Retiree Health Care - Early Retirement											
Retiree - with unreduced pension	100%/75%										
Retiree - with reduced pension	100%/75%			0%/0%							
Retiree - Hired before 7/1/94			100%								
Retiree - Dependent Care - Hired before 7/1/94			75%								
Retiree - Hired after 7/1/94 and reduced pension			0%								
Retiree - Dependent Care - Hired after 7/1/94, and reduced			0%								
Medicare B Premium Reimbursement	No new hires 7/28/09	Retire before 9/30/06	Retire before 1/31/10	Retire before 7/1/09							
Shift Differential per hour	No	$.75/hr & $1.10/hr	$0.75	$1.10							
Safety Shoes	Yes	$175	$75 & $125	$150							
Uniforms Paid by the Employer	No	Yes	Yes	Yes							
Clothing Allowance	No	$750	$150/Comm Oper & Insp	No	Yes	Yes					
Contract Cleaning	No	10 articles/two wks	Uniforms cleaned	Uniforms cleaned							
Educational Assistance Program	Yes	Yes	Yes	Yes	Yes			Yes			
Education Incentive Program	No	$550 - $1,250	No	No							
Physical Fitness Bonus	No	$75 & $150	No	No							
SORT Pay	No	$50 per month	No	No							
Field Training Officer	No	$1/hr worked as FTO	No	No							
Degree Award					5%						
Provision to provide recommendations for promotions	No	No	Can Submit up to 5 pay grade/job title requests for budget	No							
Jury Duty	Full day paid				Full pay						
Blood Bank	Yes, paid				Yes	Yes	Yes	Yes			Yes
Fitness Center on Site	No				Yes						
Cash back on Health Insurance if they have other insurance	No				Yes						
Pension					Yes, Employees pay 2%, Defined Benefit Plan	Defined Benefit, all paid by town, Police 7%	Defined Benefit, 3.5%, voluntary contribution up to 10%	6% Town contribution, interest bearing	State Police, 14.53% contribution; Employees 6.55%	3% Employee	
Live near your work home buyer's program	No				Yes						
Donated Leave	No				Yes						
Military Leave	Yes, no det????				Yes	Yes					
Birthday off	No				No	Yes					
Life					Not found	Not found	Yes, 100% paid by City		$50,000		
Disability							Yes, 100% paid by City				
Eye care					Yes			Employee and family paid $250, 100% max $500	Yes		
457 Voluntary	Yes										
Bereavement Leave					Yes (check mark indicated)	Yes (check mark indicated)	Yes				
Deferred Comp. Voluntary	Yes				Yes						
Exempt Employee Personal leave	No				5 days						
COLA					Yes						
Longevity Pay	No				Yes						
Dental	No, employees pays full				Yes, employee, No % dependent			Yes, $150 then 100%, $900 max (employee, spouse and dependent)	Yes	Employee Paid	Yes, 100% County paid

S:\ATTACHMENTS & EXHIBITS\Misc Committee Attachments\Salary and Benefits Compensation Comparison Committee\2012\02-08-2012\[Mike Karia's Benefit Comparison Mark Up - 01-30-2012 (Koenig 01-30-12).xlsx]Employee Group Comparisc

City of Dover				
Finance Department				
Pay Plan & Benefit Comparisons				
Revised 1/17/2012				
	Non - Bargaining	**FOP**	**IUE**	**IBEW**
Contract Wage Increases:				
7/1/2007 - 6/30/08 (FY08)	PFP Scale 2.0% - 6.5%	3.50%	3.50%	3.00%
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Career Development - training based or years of service	Yes (Not all positions)	Yes	Yes (Not all positions)	Yes (Not all positions)
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Furloughs		No Furloughs FY 11/12	No Furloughs FY11/12	
Holidays - (IBEW in lieu of Personal Days)	11 or 6	11	11	6
Personal Days - (IBEW & IBEW Management in lieu of Holidays)	0 or 6	0	0	6
Vacation Time - Days				
0-6 months	6	6	6	10
6 months to 8 years	15	15	15	15
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Maximum hours	80	80	80	80
Increments	40 hr increments	any amt up to 40 than 20 hr increments	40 hr increments	40 hr increments
Sick Leave - Days per Year	12	12	12	11
Maximum Accrual	No	180	No	150
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Prorated for 21 -24 years if hired prior to effective date	134-146 (eff 7/1/04)	134-146 (eff 4/21/04)		
Disability Plan	Yes	Yes	Yes	Yes
Attendance Bonus - Days	1 - 2	0	0	1 - 2
Health Care - Active				
Employee Premium - Employer Contribution	100%	100%	100%	100%
Dependent Premium - Employer Contribution	75%	75%	75%	75%

City of Dover				
Finance Department				
Pay Plan & Benefit Comparisons				
Revised 1/17/2012				
	Non - Bargaining	**FOP**	**IUE**	**IBEW**
Retiree Health Care - Normal Retirement	Non	FOP	IUE	IBEW
Retiree	100%	100%	100%	100%
Retiree - Dependent Care	75%	75%	75%	75%
Retiree Dependent Care (Hire date prior to 7/1/86)				75%
Retiree Dependent Care (Hire date after 7/1/86)				0%
Retiree Health Care - Early Retirement				
Retiree - with unreduced pension	100%/75%			
Retiree - with reduced pension	100%/75%			0%/0%
Retiree - Hired before 7/1/94			100%	
Retiree - Dependent Care - Hired before 7/1/94			75%	
Retiree - Hired after 7/1/94 and reduced pension			0%	
Retiree - Dependent Care - Hired after 7/1/94, and reduced			0%	
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Physical Fitness Bonus	No	$75 & $150	No	No
SORT Pay	No	$50 per month	No	No
Field Training Officer	No	$1/hr worked as FTO	No	No
Provision to provide recommendations for promotions	No	No	Can Submit up to 5 pay grade/job title requests for budget	No
S:\ATTACHMENTS & EXHIBITS\Misc Committee Attachments\Salary and Benefits Compensation Comparison Committee\2012\02-08-2012\[Updated Exhibit 23 FOP Negotiations - Copy of Wage Benefit Comparisons 1-17-2012 (Koenig 01-30-12).xlsx]Employee Group Comparison				