

City of Milford
and
General Teamsters Local 326 – Police
Dispatchers
Collective Bargaining Agreement
(July 1, 2023 – June 30, 2026)

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**ARTICLE 1
PREAMBLE**

Section 1. The Agreement, effective as of the 1st day of July, 2023, by and between the City of Milford, a Municipal Corporation of the State of Delaware, (“City” or “Employer”), and General Teamsters Local Union 326, (“Union”).

**ARTICLE 2
RECOGNITION**

Section 1. The City recognizes and acknowledges the Union as the exclusive bargaining representative for all employees in the bargaining unit as defined in Section 2 of this Article.

Section 2. **Definition of Employees.** In accordance and with the certification of the Public Employment Relations Board (“PERB”) in Representation Petition No. 19-09-1205, dated November 14, 2019, the term “employees” used in this Agreement shall mean all full-time dispatchers for the City of Milford Police Department, excluding part-time, on-call, casual and seasonal, supervisory, and clerical employees.

All other employees, confidential employees, managerial employees, guards and supervisors within the meaning of the Public Employment Relations Act, 19 Del. C., Chapter 13 are excluded.

Section 3. If the pronoun “he” is used in this Agreement, such pronoun shall refer to persons of either sex.

**ARTICLE 3
UNION STEWARDS**

Section 1. There shall be one (1) Steward and one (1) Alternate Steward.

Section 2. The City recognizes the right of the Union to designate one (1) employee to act as Steward and one (1) employee to set as an Alternate Steward. The Union will advise the City in writing of the name of the Steward and Alternate Steward assuming duties. The term “Steward” as used in this Agreement shall mean an employee designated by the Union to investigate grievances and represent employees at grievance hearings and other employee representation as outlined in this Agreement.

Section 3. The City shall grant approval to the Steward to investigate or process grievances during work time. The Steward shall be granted such time when it will not interfere with the operation of the City and shall not be unreasonably denied time to investigate and process grievances during normal work hours.

Section 4. Stewards who investigate during work time shall not use excessive time in doing so. Nor shall they make unreasonable request for the time of other employees while these employees are on duty.

Section 5. The City shall make available time off from work with pay for the Steward or Alternate Steward designated by the Union's representative to take part in the following activities:

1. Grievance Proceedings
2. Disciplinary Procedures
3. Contract Negotiations

The Steward shall be released from duty by his or her supervisor. If the designated Steward is unable to attend for any reason, the Union may have an alternate member released from duty during the required time.

Section 6. With the permission of the direct supervisor or Chief of Police, a representative of the Union shall have reasonable access to City's premises for the purpose of conferring with the City and with the Stewards.

Section 7. While permission shall not be unreasonably withheld, it shall not be granted at times when it would interfere with the safe and efficient operation of the City.

ARTICLE 4 DUES DEDUCTION

Section 1. 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 (30) days in advance of any change in the amount of such deductions.

Section 2. The Union shall indemnify the City and hold it, its employees and officers, 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.

Section 3. The dues shall be remitted to the designated financial officer of the Local Union, accompanied by a list of employees for whom the deductions have been made, not later than the last day of the month following the month in which the deductions were made. Deductions not withheld from an employee due to an error shall be deducted from the employee's next pay period.

ARTICLE 5 UNION SECURITY

Section 1. 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.

ARTICLE 6 MANAGEMENT RIGHTS

Section 1. **Managerial Prerogatives.** Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees for just cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, recall to work, and retire employees; to set the standards of productivity, the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors to perform work or services; to subcontract, contract out, close down, or relocate the City's operations or any part thereof; to use full and part-time seasonal employees; to expand, reduce, alter, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of machinery, facilities, equipment, and other property of the City; to introduce new or improved service, and maintenance methods, materials, machinery, and equipment; to determine the number, location and operation of departments, divisions, and all other units of the City; to issue, amend and revise policies, rules, regulations, and practices; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the City and to direct the City's employees. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 7 POLICIES AND DIRECTIVES

Section 1. Unless specifically modified by the provisions of this Agreement, bargaining unit employees shall be subject to the Personnel Ordinance and all other adopted policies, directives and procedures of the City, as amended from time to time.

Section 2. The Personnel Ordinance, and such policies, directives and procedures affecting bargaining unit employees, which are determined by management, shall be furnished in writing to the Union. New policies or changes to existing policies shall be distributed to employees and the Union. This does not limit supervision's right to issue verbal directives to employees. Such policies, directives and/or procedures shall be consistent with this Agreement.

**ARTICLE 8
ALCOHOL & DRUG FREE WORKPLACE**

Section 1. All employees shall be covered by the City's Alcohol & Drug Free Workplace policy (Section 12.5 of the Employee Policy Manual), as amended.

**ARTICLE 9
INTRODUCTORY PERIOD**

Section 1. **Objective.** The introductory period shall be utilized as an opportunity to observe a new employee's work, to train and aid the new employee in adjusting to their position, and to terminate any new employee whose work performance does not meet expectations.

Section 2. **Duration.** All newly hired employees shall serve a six (6) month non-contestable introductory period after completion of their training. Any newly hired employee may be terminated at any time, with or without cause, during the introductory period. The City and Union may mutually agree to extend an introductory period in one month increments.

Section 3. **Introductory Evaluation.** Performance evaluations are to be conducted at three (3) months of employment, and thereafter annually. Before the end of the introductory period, the Chief of Police will document in writing:

1. that he or she has discussed with the employee the employee's accomplishments, failures, strengths and weaknesses;
2. whether the employee is performing satisfactory work;
3. whether the employee should be retained in the position; or
4. whether the employee, if a new appointee, should be dismissed.

Section 4. **Vacation.** During the introductory period, vacation leave will only be approved for an emergency and must have the approval of the Chief of Police.

Section 5. **Discipline and Discharge.** The discipline or discharge of an employee who is on introductory status shall not be a violation of this Agreement and such discipline or discharge shall not be subject to the grievance and arbitration procedures of this Agreement.

**ARTICLE 10
SENIORITY**

Section 1. City seniority is defined as the length of continuous service with the City beginning with the most recent date of hire. An employee's City seniority shall not be reduced by time spent on authorized leave of absence or layoff for less than twelve (12) months.

Section 2. Bargaining unit seniority is defined as the length of continuous service within the bargaining unit beginning with first date of hire into a bargaining unit position.

Bargaining unit seniority shall not be reduced by the time spent on authorized leave of absence or layoff for less than twelve (12) months.

Section 3. Upon completion of the introductory period, an employee shall be credited with City seniority from the date of hire.

Section 4. City and bargaining unit 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 twelve (12) months; and
4. Failure to return to work on the date specified in a notice of recall.

Section 5. Employees transferred or promoted to positions outside of the bargaining unit shall not lose bargaining unit seniority accumulated prior to their transfer or promotion, provided they return to the bargaining unit within twelve (12) months. Bargaining unit seniority shall not accumulate during employees' absence from the bargaining unit. Employees returning to the bargaining unit within one year shall pick up bargaining unit seniority credited at the time they left the bargaining unit, and thereafter shall be entitled to the same seniority rights as any other employee.

Section 6. Bargaining unit seniority shall be used for layoff and recall. City seniority shall be used for the following: sick time, vacation, and FMLA benefits.

Section 7. In making promotions, the City shall give appropriate consideration to the applicants' qualifications, including their record of performance. In the event that two (2) applicants are equally qualified, bargaining unit seniority shall be determinative.

Section 8. Employees who have been laid off shall have recall rights for one year from the date of their layoff.

Section 9. An employee who is recalled to work shall have the recall notice sent to the employee's known address by certified mail and shall have seven (7) calendar days from the receipt of such notification, in which to notify the City of his or her intention to return to work. Such an employee shall return to work within fourteen (14) days of receipt of notification or the employee will forfeit seniority.

ARTICLE 11 GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as any difference, dispute or complaint regarding the interpretation or application of the terms of this Agreement. Notwithstanding the foregoing, only discipline involving loss of pay or other benefits (i.e. suspension without pay) or termination shall be subject to the grievance procedure, however the Union will have the

opportunity to submit a written letter of protest in response to any other discipline. 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.

Section 2. An employee who has completed the Introductory Period shall within five (5) office days of the date of the occurrence, the action or event from which the grievance arose, or within five (5) office days when the employee obtains knowledge or should have obtained knowledge of the act or event, contact the Administrative Lieutenant to discuss and attempt to resolve the grievance. The Administrative Lieutenant shall discuss the grievance with the employee and shall reply to the employee in writing within five (5) office days of the meeting held with the employee. An office day is defined as any day between and including Monday through Friday, between 8:00 am and 4:00 pm.

Section 3. If, after receipt of the decision of the Administrative Lieutenant, the grievance has not been satisfactorily resolved, the aggrieved employee or Union steward may, within five (5) office days, file a written grievance with the Chief of Police or designee with a copy to the Union Steward. The appeal shall be set forth in the form of a written statement explaining the grievance, giving the date of the occurrence, the specific contract provision involved, the manner in which the contract has been violated and the remedy sought. The Chief of Police or designee may schedule a meeting with the employee and Union steward to discuss the grievance. Within five (5) office days of the meeting, or the receipt of the grievance, if no meeting is held, the Chief of Police or designee shall respond to the employee in writing.

Section 4. If, after receipt of the written decision of the Chief of Police or designee, the grievance has not been satisfactorily resolved, the Union Representative shall meet with the Chief of Police or designee in an attempt to resolve the grievance within ten (10) office days unless mutually agreed to in writing. The Chief of Police or designee shall respond in writing within five (5) office days at the conclusion of the meeting.

Section 5. If, after receipt of the written decision of the Chief of Police or designee, the grievance has not been satisfactorily resolved, or if they fail to agree, the grievance may be appealed to an arbitrator by writing to the American Arbitration Association not later than thirty (30) office days after receipt of the written decision of the Chief of Police or designee or expiration of the time for the rendering of such decision.

Section 6. The impartial arbitrator shall be selected by the Union and City. In the event they are unable to agree upon an impartial arbitrator within five (5) office days after either party makes the request for arbitration, 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 paid by the losing party.

Section 7. Within thirty (30) office days of the conclusion of the arbitrator's hearing, he shall certify his findings, which shall then be final. The arbitrator shall limit the decision strictly to the application and the interpretation of the provisions of the agreement. The arbitrator

shall be without power to make decisions contrary to, or inconsistent with, or modifying, or amending, or adding to, or eliminating, of varying in any way, the terms of this agreement.

Section 8. The Union shall be presumed to be the authorized representative of all members of the bargaining unit in grievance proceedings.

Section 9. Where the alleged grievance involves a matter of general application impacting on a significantly large number of employees, the Union may initiate a grievance on behalf of the entire group involved. 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 Local Union and shall not thereafter again raise the issue individually.

Section 10. All time periods listed in this grievance procedure may be extended by mutual agreement of the Union and the City.

ARTICLE 12 NON-DISCRIMINATION

Section 1. **No Discrimination.** In the administration of this Agreement, neither the City nor the Union shall discriminate against any employee or employment applicant on the basis of race, creed, color, religion, citizenship status, national origin, ancestry genetic information, gender, gender identity and expression, sexual orientation, marital status, pregnancy, military/veteran status, political beliefs or affiliation, age or union membership, or against qualified individuals with a disability or other characteristic protected by law.

Section 2. **Interpretation.** This Article shall be interpreted in accordance with applicable federal, state, and local laws.

Section 3. **Reasonable Accommodation.** In the administration of this Agreement, the City and the Union shall engage in an interactive process in order to provide reasonable accommodations to qualified employees with a disability and to employees based upon their religious tenets. The need for and extent of such accommodations shall be determined by the City in accordance with its interpretation of the requirements of the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964. Nothing in this subsection will be construed to amend or diminish any of the rights or obligations contained in this Agreement.

Section 4. **Remedy.** An arbitrator hearing a grievance that alleges a violation of this Article is authorized to award only reinstatement and/or back pay, and lost benefits (including pension accrual), to a prevailing grievant and has no authority to award compensatory, punitive or any monetary damages other than back pay.

ARTICLE 13 PLATOON STRUCTURE AND SHIFT

Section 1. The Chief shall establish the platoon structure and shift schedule worked by employees.

Section 2. Absent emergency circumstances, the Chief shall provide at least fourteen (14) days' notice prior to changing the platoon structure or shift.

Section 3. The regular work period for employees covered by this Agreement shall be eighty (80) hours per pay period.

Section 4. Nothing herein shall guarantee a specific number of hours per day or per week, except as otherwise provided in this Agreement.

ARTICLE 14 SAFETY

Section 1. The City of Milford will provide a reasonably safe and healthy work environment for its employees and the general public. City safety leadership includes sponsorship of safety committees, safety orientation for new employees, employee education and relevant health and safety training, provisions for personal protective equipment as appropriate, accident and/or unsafe acts investigations, as well as other directed training opportunities.

Section 2. City employees are expected to:

1. Work in a safe manner at all times.
2. Maintain proper housekeeping in individual work areas.
3. Be alert for unsafe acts or conditions; correct them or report them *immediately* to a supervisor.
4. Ask for assistance, every time, when attempting to lift, pull or push heavy objects; lift in a proper manner.
5. Follow the reporting requirements when he/she has been injured or *could have been* injured on the job (please refer to your supervisor for more information).

ARTICLE 15 HOLIDAYS

Section 1. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day.

Section 2. To be eligible for holiday pay, employees must work or be on approved leave the last scheduled day immediately preceding the holiday and the first scheduled day immediately following it.

Section 3. If a recognized holiday falls during an eligible employee's paid absence (e.g., vacation, sick leave, etc.), holiday pay will be provided instead of the time off benefit that would otherwise have applied.

Section 4. If an eligible employee works on a recognized holiday, he or she will receive holiday pay plus wages at one and one-half times his or her straight-time rate for the hours worked on the holiday.

Section 5. The City will provide to the Union and employees, a list of holidays each year after approval of the City of Milford Council. See Holiday Schedule 2024 attached as Exhibit A.

Section 6. Holidays that fall on Saturday or Sunday will be observed on either Monday or Friday as designated by the City, for employees whose regular work schedule is Monday through Friday. Employees who work a seven-day schedule will observe the holiday on the date the holiday occurs.

Section 7. If an employee is absent from work the day before or after a holiday, holiday pay will not be provided until proof of sickness or excusable absence is established to the satisfaction of the Chief of Police.

Section 8. **Full-Time Dispatchers.** All banked, accrued holiday pay will be considered vested. Banked, accrued holiday pay may be used for vacation, extended medical leave/FMLA or when such leave balance is exhausted. Employees working a holiday will be paid holiday pay in the pay period that the holiday falls. A full-time police dispatcher may request to accrue his/her holiday pay to be used as vacation hours. New accrued holiday hours not used by December 15 shall be paid in the last pay period before December 31 at the full-time police dispatcher's effective hourly rate in effect on the date of the payment. Employees not on duty on a holiday shall be paid for that day and will not accrue an alternative day off. An employee who is assigned to work on a holiday and fails to report and perform such work for any reason other than a reason covered by an approved leave shall not receive pay for the holiday.

Section 9. **Holiday Sell Back Full-Time Police Dispatchers.** Employees may elect to sell back up to 80 hours of holiday accrual hours during each fiscal year from the old holiday bank. Payment for holidays sold back will be made on the last pay date in July. To sell back holiday time, the employee must complete a City of Milford application for leave form, designed for holiday sell back, and submit this form to the Chief of Police office prior to April 1 of each year.

ARTICLE 16 VACATION

Section 1. Regular, full-time employees who are not completing an introductory period will be entitled to take vacation time off upon the accrual of usable vacation hours with the approval of their supervisor.

Section 2. Vacation pay will be calculated based on the employee's straight-time pay rate (in effect when vacation benefits are used) times the number of hours the employee would otherwise have worked on the day(s) of absence.

Section 3. Employees who have accrued usable vacation hours may submit scheduled vacation requests through the submission of a leave request into the City of Milford time keeping system which their supervisors will then review. Vacation requests will be granted on a City seniority basis. Employees who desire to schedule vacation time for periods of more than one (1) day during the calendar year, must submit the leave request into the City of Milford time keeping system by January 31st each year. Requests for vacation time for periods of one (1) day or less shall be submitted into the City of Milford time keeping system at least five (5) working days in advance. Requests will be granted based upon anticipated operating requirements and staffing considerations during the proposed period of absence. In the event that an employee's request is submitted after January 31st it shall be handled on a first-come, first-served basis without regard to City seniority.

Section 4. Employees are strongly encouraged to use their earned vacation. A maximum balance of 240 vacation hours may be carried forward as the employee's beginning balance at the employee's anniversary each year, except to the extent it is necessary to carry over vacation hours because the employee is not permitted to take his or her vacation hours subject to approval by Chief of Police.

Section 5. Upon termination of employment, employees will be paid for vacation benefits that have accrued through the last day of work, up to the maximum of 240 hours. For the purposes of this calculation, any partial month of service will be treated as a full month of service.

Section 6. Vacation benefits accrue monthly and are available as updated to the employee's usable vacation leave. The Vacation Benefits Eligibility Table below defines when vacation benefits become available to employees and how much vacation is accrued per month by employees. Vacation benefits will be awarded to eligible employees according the following schedules:

Vacation Benefits Eligibility Table

Years of Service	Hours of Leave	Monthly Hours Accrued
1-5	80	6.67
6-9	120	10.00
10-14	160	13.33
15 plus	200	16.67

Section 7. Employees with six (6) years or more of service are eligible to sell back up to 40 hours of unused vacation each fiscal year provided that the employee has used at least two (2) weeks of vacation during the course of the year. An employee's vacation sell back request must be given to their supervisor for approval prior to budget submission for their department/division. Any approved vacation sell back will be confirmed with the employee at least two (2) weeks before being paid out and will be paid with the first payroll of December at the rate then in effect for the employee.

Section 8. Employees can accrue vacation hours monthly but at their anniversary their beginning balance will not exceed 240 hours. (Employee is paid 100% of vacation time accrued up to 240 hours upon termination.) In the event of an employee's death, any remaining compensation will be forwarded to the employee's estate.

ARTICLE 17 SICK LEAVE

Section 1. Regular, full-time employees (including introductory employees) will be provided with paid sick leave benefits for periods of temporary absence due to illness or injuries. Sick leave benefits will accrue at the rate of eight (8) hours per month and can accumulate up to a maximum of 1,040 hours.

Section 2. An eligible employee may use sick leave benefits for an absence due to illness or injury sustained by either that employee or a family member. For the purpose of this section, family member shall mean: employee's spouse, parent, child, step-child, grandparents, grandchildren, or siblings.

Section 3. Employees who are unable to report to work due to an illness or injury must notify their supervisor before the scheduled start of their shift. An employee who fails to notify a supervisor that he or she is unable to report to work prior to the scheduled start of his or her shift shall result in the employees' loss of pay for that day unless circumstances outside of the control of the employee prevented the employee from giving notice. The supervisor should also be contacted each additional day of absence. If an employee is absent for three (3) or more consecutive days due to illness or injury, a physician's statement must be provided verifying the nature of the disability and its beginning and expected ending dates. Such verification may be requested for sick leave absences of less than three (3) days when the employee uses leave in a pattern that suggests sick leave abuse, including, but not limited to, the following: (1) using sick leave, or other leave in lieu of sick leave, as soon as it is earned; (2) a pattern of unscheduled sick leave or requests on Mondays or Fridays or preceding or following a holiday; (3) habitual tardiness based on reports of illness; (4) information that an employee's justification for using sick leave is false; and (5) use of sick leave following the denial of a vacation request. Verification may be the basis for payment authorization of sick leave benefits.

Section 4. Sick leave benefits will be calculated based on the employee's base pay rate at the time of absence. As an additional condition of eligibility for sick leave benefits, an employee must apply for any other available compensation and benefits, such as state disability insurance. Sick leave benefits will be used to supplement any state disability insurance or workers' compensation benefits that an employee is eligible to receive. The combination of any such disability payments and sick leave benefits cannot exceed the employee's normal earnings.

Section 5. Unused sick leave benefits will be allowed to accumulate until the employee has accrued a total of 1,040 hours' worth of sick leave benefits. Further accrual of sick leave benefits will be suspended until the employee has reduced the balance below this limit. Because sick leave benefits are intended to provide income protection in the event of an actual illness or injury, unused sick leave benefits cannot be used for any other paid or unpaid absence.

Section 6. At the time of termination, accumulated sick leave which was provided by the City will be compensated up to 240 hours of sick hours accumulated.

Section 7. Employees will be permitted to participate in any City donated leave program on the same terms and conditions as other City employees. If an employee has exhausted all of their available leave and is not eligible for disability benefits, the Chief of Police may approve donated sick leave, in accordance with the Voluntary Leave Donation Policy.

ARTICLE 18 BEREAVEMENT LEAVE

Section 1. In the event of a death in the immediate family of an employee the employee shall be granted up to three (3) working days with pay not charged to any leave balance to arrange for and/or attend the funeral service or related matters. In the event of a death in the extended family of an employee the employee shall be granted one (1) working day with pay not charged to any leave balance to attend the funeral service or related matters.

Section 2. Immediate family shall be defined as the employee's spouse, parent, child, stepchild, grandparents, grandchild or sibling; the employee's spouse's parent, child, stepchild, grandparents, grandchild or sibling; the employee's child's spouse. Extended family defined: Described as the employee's aunt, uncle, niece, nephew or first cousin; employee's spouse's aunt, uncle, niece, nephew or first cousin. Special consideration will also be given to any other person whose association with the employee was similar to any of the above relationships.

Section 3. 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.

Section 4. An employee may request additional available leave time as approved by the Chief of Police beyond the time provided. The Chief of Police may grant such additional time to be charged against the employee's sick leave.

Section 5. 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 employee is on vacation at the time of the death.

ARTICLE 19 LEAVE WITHOUT PAY

Section 1. Requests for leave without pay will be evaluated on a case-by-case basis and approved at the sole discretion of the Chief.

Section 2. During a period of leave without pay of 30 days or less, an employee will be retained on the City of Milford's health plan under the same conditions that applied before the leave commenced. To continue health coverage and any other optional benefits that are eligible to be continued, the employee must continue to make any contributions that he/she made before taking leave (please refer to Section 1 above). Vacation and sick leave will not accrue during an employee's leave without pay. At certain times, the City may implement temporary periods

during which employees may request a voluntary leave to mitigate certain financial hardship issues facing the City. This decision will be made by the Chief.

ARTICLE 20 WAGES

Fiscal Year 2024

On July 1, 2023, a general wage increase for all employees as shown in the Fiscal Year 2024 Wage Scale (Exhibit B). Employees who are not at the top step for their position shall receive a 1-step merit increase on the pay period following their anniversary date.

Fiscal Year 2025

On July 1, 2024, a general wage increase for all employees as shown in the Fiscal Year 2025 Wage Scale (Exhibit C). Employees who are not at the top step for their position shall receive a 1-step merit increase on the pay period following their anniversary date.

Fiscal Year 2026

On July 1, 2025, a general wage increase for all employees as shown in the Fiscal Year 2026 Wage Scale (Exhibit D). Employees who are not at the top step for their position shall receive a 1-step merit increase on the pay period following their anniversary date.

ARTICLE 21 OVERTIME AND SHIFT DIFFERENTIAL

Section 1. When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. All overtime work must receive the supervisor's prior authorization.

Section 2. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work. If an employee declines the overtime it shall be credited for equitable distribution as if he/she had worked the overtime. The qualifying employee with the least seniority must accept the overtime assignment in the event employees with greater seniority decline.

Section 3. Overtime compensation shall be paid to all nonexempt employees in accordance with federal and state laws.

Section 4. Hours worked in excess of forty (40) hours in the work week will be paid at overtime rate. Vacation leave, bereavement, and paid holidays will be considered hours worked for purposes of performing overtime calculations.

Section 5. Absent emergent circumstances, failure to work scheduled overtime or overtime worked without prior authorization from the supervisor may result in disciplinary action, up to and including possible discharge.

Section 6. The amount of shift differential pay shall be calculated for each hour actually worked between 7:00 p.m. and 7:00 a.m. at the rate of \$1.00 per hour. Shift differential shall not become part of base pay and shall be paid bi-weekly.

ARTICLE 22 WORKERS COMPENSATION

Section 1. In accordance with applicable state laws, employees may be eligible for workers' compensation benefits in the event of accidental injury or occupational disease arising out of employment with the City of Milford, requiring medical treatment, hospitalization or loss of work time.

Section 2. In the case of an accidental injury to a regular full-time employee which occurs while on the job and is covered by Workman's Compensation Insurance, the City shall guarantee 100% of the injured employee's gross salary less State and Federal and employment taxes and regular benefit and voluntary deductions for the first ninety (90) calendar days that the employee is absent from work under a licensed physician's care. In each situation where the employee must be absent from work because of an on-the-job injury beyond the ninety (90) days period, the City Manager, after reviewing the employee's case, may at his/her discretion, grant extensions of the employee's 100% pay for additional periods of time not to exceed a total of 180 calendar days. The employee will sign over their workers compensation checks received during the period in which the employee is paid by the City.

ARTICLE 23 INSURANCE

Section 1. Employees covered under this Agreement shall be provided health insurance on the same terms and conditions as non-union full-time employees; provided, however, the maximum employees may be required to contribute is 20% of the cost of individual and dependent coverage.

Section 2. The City shall sponsor an optional group dental plan. Employees shall be responsible for all premiums.

Section 3. The City shall provide a vision insurance plan. The City shall pay 100% of the monthly premiums for employees only. Employees shall pay 100% of the monthly premiums for voluntary elected coverage for eligible spouses and dependents.

Section 4. The City shall continue to provide to full-time employees covered under this Agreement with voluntary short term disability insurance on the same terms and conditions as full-time City employees.

Section 5. The City agrees to provide the Union with copies of all employee health insurance plans currently in effect, and provide notice to the Union of any changes in such plans prior to the imposition of such changes.

ARTICLE 24
457 DEFERRED COMPENSATION PLAN

Section 1. The City shall continue to provide to full-time employees covered under this Agreement, a 457 Deferred Compensation Plan on the same terms and conditions as other full-time City employees.

ARTICLE 25
PENSION

Section 1. Full-time employees shall be entitled to participate in the State of Delaware County & Municipal General Pension Plan, subject to the terms and conditions of the Plan, as determined by the Trustees of the Plan.

Section 2. An employee's rights under the 401A plan shall be governed by the terms and conditions of such plan.

ARTICLE 26
BULLETIN BOARDS

Section 1. The City agrees to provide reasonable bulletin board space labeled with the Union's name where notices of official Union matters may be posted by the Union.

ARTICLE 27
PERSONNEL RECORD

Section 1. The City shall comply with all State and federal laws related to the access to personnel files, including the Delaware Right to Inspect Personnel Files Act, 19 Del. C. §730. An employee may have a Union representative present during such access.

ARTICLE 28
SUBCONTRACTING

Section 1. Subcontracting shall not be used to erode the bargaining unit.

**ARTICLE 29
SEVERABILITY**

Section 1. If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement.

**ARTICLE 30
NO STRIKE / NO LOCKOUT**

Section 1. **No Strikes.** The Union, its officers, agents, representatives, stewards, committeemen and members, and all other employees shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sympathy strike, slowdown, work stoppage, or any other interference with or interruption of work at any of the City's operations.

Section 2. **Discipline for Violation of Section 1.** The failure or refusal on the part of any individual to comply with the provisions of Section 1 shall be cause for immediate discipline, including discharge.

Section 3. The City/Department will not engage in, initiate, or direct a lockout of employees.

**ARTICLE 31
ENTIRE AGREEMENT**

Section 1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunities are set forth in this Agreement. The parties further acknowledge that established past practices not specifically referred to herein, and not inconsistent with this Agreement, will be recognized as such. A past practice in one division or department does not necessarily mean a past practice for another division or department. A past practice shall be a consistent and well known procedure generally accepted as the method for accomplishing a specific activity.

Section 2. Therefore the parties agree that for the duration of this Agreement, neither party shall be obligated to reopen collective bargaining with respect to any subject or matter referred to, or not referred to herein, unless specifically required to do so by law or by the terms of this Agreement.

Section 3. This Agreement may be amended only by the mutual written agreement of the parties.

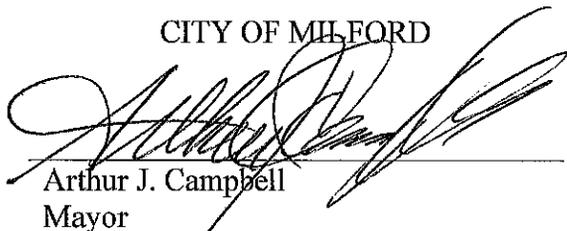
**ARTICLE 32
TERM OF AGREEMENT**

Section 1. The terms of this Agreement shall be July 1, 2023 through June 30, 2026, and shall continue in effect from year to year thereafter unless amended, modified or terminated in accordance with this Section. In the event that either the Union or the City desire to negotiate a successor agreement, the party desiring to amend this Agreement shall notify the other, in writing by certified mail, between one hundred twenty (120) and one hundred eighty (180) calendar days prior to the expiration date of this Agreement. Such negotiations shall begin no later than ninety days prior to the expiration date of this contract.

Section 2. This Agreement shall not be effective unless and until approved by the General Teamsters President and City of Milford Council.

1st **IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on this day of December, 2023.

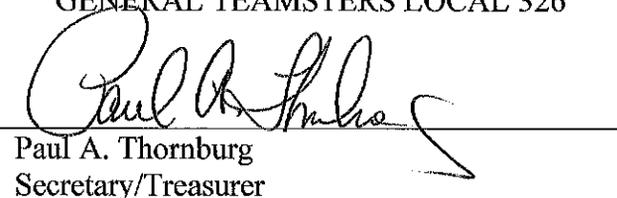
CITY OF MILFORD



Arthur J. Campbell
Mayor

Dated: 11/27/2023

GENERAL TEAMSTERS LOCAL 326



Paul A. Thornburg
Secretary/Treasurer

Dated: 12/12/2023



Susan D. Mason
Attest/City Clerk

Dated: 11/27/2023

EXHIBIT A

2024

New Year's Day 2024	1/01/2024
MLK Jr. Birthday	1/15/2024
Presidents Day	2/19/2024
Good Friday	3/29/2024
Memorial Day	5/27/2024
Juneteenth	6/19/2024
Independence Day	7/04/2024
Labor Day	9/02/2024
Election Day	11/05/2024
Return Day (1/2 Day)	11/07/2024
Veterans Day	11/11/2024
Thanksgiving	11/28/2024
Day After Thanksgiving	11/29/2024
Christmas Eve	12/24/2024
Christmas	12/25/2024
New Year's Eve (1/2 Day)	12/31/2024

EXHIBITS B - D

EXHIBIT B
2024 Wage Scale
 July 1, 2023 - June 30, 2024

Months	
0-6 FTO	\$19.50
7-12	\$19.94
13-24	\$20.39
25-36	\$20.85
37-48	\$21.32
49-60	\$21.79
61-72	\$23.43
73-84	\$23.96
85-96	\$24.50
97-108	\$25.05
109-120	\$25.61
121-132	\$27.53
133-144	\$28.15
145-156	\$28.78
157-168	\$29.43
169-180	\$30.09
>180	\$32.35

EXHIBIT C
2025 Wage Scale
 July 1, 2024 - June 30, 2025

Months	
0-6 FTO	\$20.72
7-12	\$21.18
13-24	\$21.66
25-36	\$22.15
37-48	\$22.65
49-60	\$23.16
61-72	\$24.89
73-84	\$25.45
85-96	\$26.03
97-108	\$26.61
109-120	\$27.21
121-132	\$29.25
133-144	\$29.91
145-156	\$30.58
157-168	\$31.27
169-180	\$31.97
181-192	\$34.37

EXHIBIT D
2026 Wage Scale
 July 1, 2025 - June 30, 2026

Months	
0-6 FTO	\$22.01
7-12	\$22.51
13-24	\$23.02
25-36	\$23.53
37-48	\$24.06
49-60	\$24.60
61-72	\$26.45
73-84	\$27.04
85-96	\$27.65
97-108	\$28.28
109-120	\$28.91
121-132	\$31.08
133-144	\$31.78
145-156	\$32.49
157-168	\$33.23
169-180	\$33.97
181-192	\$36.52