

AN AGREEMENT

BETWEEN THE

**MILFORD POLICE DEPARTMENT
GENERAL TEAMSTERS LOCAL 326**

AND THE

CITY OF MILFORD, DELAWARE

JULY 1, 2024 - JUNE 30, 2027

TABLE OF CONTENTS

	Page
ARTICLE 1 - GENERAL	1
ARTICLE 2 - SENIORITY & REDUCTION IN FORCE & RECALL.....	8
ARTICLE 3 - PROMOTIONAL PROCESS	11
ARTICLE 4 - RULES AND REGULATIONS.....	13
ARTICLE 5 - EMPLOYEE DISCIPLINARY PROCEDURES.....	14
ARTICLE 6 - GRIEVANCE PROCEDURE.....	17
ARTICLE 7 - WORK DAY, WORK WEEK AND SPECIAL DUTY	20
ARTICLE 8 - SALARIES AND ALLOWANCES.....	22
ARTICLE 9 - WORKERS COMPENSATION	28
ARTICLE 10 - INSURANCE	31
ARTICLE 11 - HOLIDAYS	33
ARTICLE 12 - VACATION SCHEDULE	34
ARTICLE 13 - DISCRETIONARY LEAVE.....	36
ARTICLE 14 - PENSION PLAN.....	36
ARTICLE 15 - SICK LEAVE.....	37
ARTICLE 16 - BEREAVEMENT LEAVE	40
ARTICLE 17 - CLOTHING ALLOWANCE AND OTHER BENEFITS	41
ARTICLE 18 - EMPLOYEE RECORDS	44
ARTICLE 19 - OUTSIDE EMPLOYMENT	45
ARTICLE 20 - ALCOHOL AND DRUG TESTING	46
ARTICLE 21 - K-9 UNITS.....	49

AGREEMENT

THE AGREEMENT, effective as of the 1st day of July 2024 by and between the CITY OF MILFORD, a Municipal Corporation of the State of Delaware, hereinafter referred to as the "CITY" or as the "EMPLOYER", and GENERAL TEAMSTERS LOCAL 326, hereinafter referred to as the "UNION".

ARTICLE 1 - GENERAL

1.1 Purpose of this Article

1.1.1 The purpose of this Agreement is to promote harmonious relations between the parties, agreeing upon and setting forth some but not all of the terms and conditions of employment, the respective rights and obligations of the Department, the Union and all affected employees during the term of this Agreement. Therefore, in fulfillment of this mutual obligation, the parties agree to the Articles contained in this Agreement.

1.2 Term of the Agreement

1.2.1 The terms of this Agreement shall become effective on July 1, 2024 unless otherwise noted, and shall continue in effect until June 30, 2027 provided, however, this Agreement shall remain in force and in effect until a successor Agreement is entered into between the parties hereto. This Agreement shall be binding on the successors of the parties hereto.

1.3 Recognition

1.3.1 The City recognizes and acknowledges the Union as the exclusive bargaining representative for all employees in the classification of Police Officer at or below the rank of sergeant. The bargaining unit covered hereunder shall be as follows:

INCLUDED: All full time officers at or below the rank of sergeant.

EXCLUDED: Police officers with the rank of Lieutenant and above, all clerical, technical and professional employees, dispatchers, managers and all other employees in the Department.

If the pronoun "he" is used in this Agreement, such pronoun shall refer to the persons of either sex.

1.4 Checkoff

1.4.1 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 before the end of the month for which the deductions are made.

1.4.2 Checkoff shall be deducted on a biweekly basis.

1.4.3 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.

1.4.4 The City will recognize the authorization for deductions from wages, if in compliance with State Law, to be transmitted to the Union. No such authorization shall be recognized if in violation of State or Federal Law. No deduction shall be made which is prohibited by applicable law.

1.5 Union Stewards

- 1.5.1 There shall be one (1) Steward and one (1) Alternate Steward.
- 1.5.2 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. The Alternate Steward shall act as the Steward when the Steward is absent or unavailable.
- 1.5.3 Operations Lieutenant or their designees shall grant approval to Stewards 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 Department and shall not be unreasonably denied time to investigate and process grievances during normal work hours.
- 1.5.4 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.
- 1.5.5 The City shall make available time off from work with pay for the Job Steward or Alternate Job Steward designated by the Union's President to take part in the following activities:
1. Grievance Proceedings

2. Disciplinary Procedures
3. Contract negotiations

The Job Steward shall be released from duty by the Operations Lieutenant or his designee. 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.

- 1.5.6 With the permission of the Chief of Police or designee, 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.
- 1.5.7 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 Department.

1.6 Savings Clause

- 1.6.1 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, 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

1.7.1 It is understood and agreed that the Department possess the sole right and authority to operate and direct the employees of the Department in all aspects, including, but not limited to, all rights and authority legally exercised by the Department prior to the execution of this Agreement, except as modified by a specific provision in this Agreement. In addition, the Department shall have the right in accordance with its sole and exclusive judgment: to select, hire, layoff, promote or transfer employees, to reprimand, suspend, discharge or otherwise discipline employees for cause; to determine the number of employees to be employed; to determine staffing levels and shift levels, to hire employees, to determine their qualifications and assign and direct their work; to plan, direct, control and determine the operations or services to be conducted by the employees of the Department; to determine job content and to create job classifications, to revise existing jobs and to eliminate part or all of existing job classifications; to set the standards of productivity and the services to be rendered; to maintain the efficiency; to eliminate reasonable work rules, 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 assign overtime; to determine the length of the workweek; to determine the number, location and operation of departments, divisions and all other units of the Department, determine its mission, policies and set forth all standards of

service offered to the public; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Department and to direct the Department's employees. The Department's failure to exercise of any such right, prerogative or function in a particular way shall not be considered a waiver of the Department'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.

- 1.7.2 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 behalf of the Chief.

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

1.8.1 The equipment and facilities shall be maintained so as not to endanger the safety and health of the employees.

1.9 Incorporating More Liberal Benefits

1.9.1 The City agrees that during the terms of this agreement, any action by the City providing for more liberal benefits for any City Employee than those listed shall supersede any similar benefit provided for in this Agreement.

1.10 No Strike/No Lockout

1.10.1 The Union recognizes and will adhere to the Delaware Law, which prohibits strikes, work stoppages, slowdowns or other concerted job actions interfering with the provision of services to the citizens of the City.

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

1.11 Non Discrimination

1.11.1 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. This Article shall be interpreted in accordance with applicable federal, state, and local laws.

There shall be no discrimination, interference, restraint or coercion by the City, the Union or its members based on an employee's membership or non-membership in the Union.

1.12 Retroactivity

1.12.1 All wage increases will be retroactive to the effective date of such increase as set forth in Article 8, Section 8.1.

1.13 Future Negotiations

1.13.1 Union and City agree to begin negotiations no later than October 1, 2026 regarding the extension or renewal of this contract and both parties further agree to work toward the ratification prior to the expiration of this contract on June 30, 2027.

ARTICLE 2 - SENIORITY & REDUCTION IN FORCE & RECALL

2.1 As used in this Agreement, the term "seniority" shall mean an employee's length of continuous service with the Department. No employee shall acquire seniority until completing the probationary period. Upon completion of the probationary period, an employee shall accrue seniority from the most recent date of hire.

2.2 Probationary Employees

2.2.1 All new employees shall be subject to a probationary period of one (1) year from the date of completion of field training for Officers graduating from the Delaware State Academy and nine (9) months will apply to Officers with current Delaware Police Certification.

2.2.2 During the probationary period, an employee may be terminated at any time, for cause or for reasons of performance. Therefore, during the

probationary period, an employee may not utilize the Grievance Procedure contained herein to grieve such a termination from employment; however, disciplinary cases shall be subject to the Law Enforcement Officer's Bill of Rights. During the probationary period, the employee may utilize the grievance procedure to grieve other actions that are alleged to be violations of this Agreement.

- 2.2.3 There shall be a field training evaluation program for each probationary employee, which shall include a written evaluation of such an employee's performance at least every thirty (30) days. The evaluation shall list the areas that need improvement to satisfactorily complete the probationary period.
- 2.2.4 The Chief of Police, upon the recommendation of the Field Training Evaluation Supervisor, may extend the probationary period for a maximum of six (6) months.
- 2.2.5 An employee appointed to a higher rank must serve a probationary period of Nine (9) months during which time the individual must meet the requirements of the new rank as established by the Department. Failure to meet the requirements will subject the individual to reduction to their former rank. However, during this probationary period, the employee shall have all of the protections of this Agreement including the protection of "just cause".

- 2.3 If an employee accepts a promotion or transfer to a non-bargaining unit position (within the City), such an employee's department and rank seniority shall cease to

accrue after the probationary period required for the new position has been attained. If the employee subsequently returns to a bargaining unit position, the employee's department and rank seniority shall again commence on the first day the employee returns to the bargaining unit. No employee shall gain seniority of any type in the bargaining unit while working in a position for the city, outside of the bargaining unit, except as noted above.

- 2.4 Seniority will continue to accrue during all types of leave except for unpaid administrative leaves of absence extending beyond 90 days.
- 2.5 Seniority shall be used for, but not limited to, the following: Lay-off or Recall
- 2.6 The city shall maintain and furnish the Union a seniority roster (based on date of hire with the Department) when updated, but in all events on at least an annual basis. At the same time the seniority roster is furnished to the Union, the roster shall also be posted on the Union bulletin board. Employees who wish to appeal their hire date or placement on the seniority roster must do so in writing to the Chief of Police within 30 days of the date the roster is posted.
- 2.7 **Layoff** The Chief in his discretion shall determine whether a reduction in rank and/or layoffs are necessary. The Department shall give an employee at least a fourteen (14) day notice prior to the effective date of any layoff. A copy of any notice of layoff shall be mailed to the Union.
- 2.8 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 employees' years of service. If two or more employees have the same start date, the least senior will be the employee with the highest identification number.

2.9 Recall 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.

2.10 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 3 - PROMOTIONAL PROCESS

3.1 Promotion Qualifications

3.1.1 All promotions in the Department will be made according to merit, fitness, and in compliance with Equal Opportunity commitments, programs, and practices

3.1.2 Merit and Fitness will be ascertained by examinations approved by the Chief of Police.

3.2 Promotional Examinations The Union and the City agree to abide by Milford Police Department Policy and Procedure Number 23-01, formally titled, Promotion Process and Contract Addendum. Examinations (which may be purchased from outside vendors) shall relate to those matters that will fairly test the capacity and fitness of the candidates to efficiently discharge the duties of the position for which

the examinations are held. A priority of these tests shall be knowledge of Delaware Law which will include, but not limited to, Title(s) 11, 16 and 21 as well as the policies of the Department. Exams shall be given on or about June 1 of each year.

3.2.1 The grievance procedure described in Article 6 of this agreement shall be utilized to appeal the promotional procedure.

3.3 Probationary Period. (PROMOTIONAL PROBATION ONLY)

3.3.1 The probationary period for all promotions within the Milford Police Department shall be for a period of nine (9) months. At the end of the probationary period, the Chief of Police will review the performance evaluation of the probationary employee. If favorable, the promotion will become permanent.

3.3.2 Employees on probation should be closely observed and strictly rated.

3.3.3 Warnings of unsatisfactory performance shall be reduced to writing and provided to the probationary officer in a timely manner to allow the employee the opportunity to improve their performance prior to the expiration of the probationary period.

3.3.4 At any time during the probationary period, the Chief of Police may demote the member for cause. The employee shall be informed, in writing, of the reason for demotion.

3.3.5 The probationary employee who holds the permanent status in a lower classification will be returned to the lower classification if demoted and at no loss of time in grade, unless the demotion is for a violation of the Standards of Conduct of the Milford Police Department.

ARTICLE 4 - RULES AND REGULATIONS

- 4.1** The Policy and Procedure Manual (P.P.M) Temporary General Orders, (T.G.O.) and the City Personnel Ordinance (C.O.) to the extent it supplements the P.P.M. shall apply to all employees covered by this Agreement except if it is inconsistent with the terms and conditions of this Agreement. Employees alleging that the interpretation or application of any terms of the P.P.M., T.G.O. or C.O. is in conflict with this Agreement may file a grievance under Article 6 of this Agreement. Allegations of that a change in the P.P.M., T.G.O. or C.O. by the City resulted in unilateral changes in the terms and conditions of employment are to be filed in accordance with Title 19, Chapter 16 of the Delaware Code.
- 4.2** If the City proposes to amend, modify, or add to The Policy and Procedures Manual, Temporary General Orders, or the C.O. to the extent that such changes pertain to the employees covered by this Agreement (“the change”), the City will provide a copy of the change to the Union Steward and Local Union.
- 4.3** If the Union objects to the change, the Union shall notify the Chief of Police or his designee in writing within Seven (7) days of the notice of the change.
- 4.4** Within Ten (10) working days after receipt of such notice of objection from the Union, the Union and the Chief of Police shall meet to discuss and attempt to agree on the change.
- 4.5** The City agrees to hold the changes in abeyance while the parties are trying to reach an agreement.

- 4.6 If no objections are raised by the Union to the change the City may implement the change after providing written notice of the change to each employee.
- 4.7 The City may implement a proposed change in advance of the steps outlined in sections 4.3 to 4.6 if an emergency requires implementation of the proposed change prior to the completion of the steps set forth in sections 4.3 through 4.6.
- 4.8 In the event that the parties are unable to reach agreement, the Union shall have ten (10) calendar days from the day that the City notifies employees of the implementation of the proposed new or changed rule, regulation, policy, directive, procedure, and/or penalty is in conflict with the terms and conditions of this agreement. A grievance may be filed based on the allegation that the proposed new or changed rule, regulation, policy, directive, procedure, and/or penalty is unreasonable.
- 4.9 The Union shall be furnished a copy of all current and subsequently amended written codes, rules, regulations, policies, procedures, and directives pertaining to employer-employee relations and distributed to employees.

ARTICLE 5 - EMPLOYEE DISCIPLINARY PROCEDURES

- 5.1 The provisions of 11 Del. C. Chapter 92, known as the Law-Enforcement Officer's Bill of Rights, shall apply to all employees covered by this Agreement, except that an employee's right to a hearing for reasons set forth in 11 Del. C. 9203 shall be under this Agreement. If 11 Del. C. Chapter 92 is amended to increase the rights of employees, such amendments shall apply. In the event of the repeal of 11 Del. C. Chapter 92 or the enactment of amendments that diminish employee's rights the parties will promptly enter into collective bargaining and if needed the dispute

resolution procedures provided by 19 Del. C. Chapter 16 over the terms or safeguards that should be added to this agreement to maintain the status quo ante.

- 5.2** An employee has the right to request Union representation at all meetings with management in which disciplinary action to the employee may result.
- 5.3** Within three (3) working days after the department determines that based on its investigation it has just cause to take disciplinary action against an employee, the Department shall notify the employee of its decision to take such action. At the same time the Union shall receive a written copy with the name redacted.
- 5.4** Prior to the actual imposition of any discipline, except oral or written warnings or reprimands, an employee shall be afforded an opportunity to have a hearing before a hearing board.
- 5.5** The hearing board will consist of three members of the department as named by the Chief of Police. The affected employee may petition to remove one member of the trail board panel. That board member shall be replaced by another member, who shall be appointed by the Chief of Police. The Chief of Police reserves the right to obtain a panel of board members from outside the department in the event he feels that he cannot name an impartial board from within the department. The affected employee may waive his due process right and grievance rights by signing the waiver form contained in the notice of disciplinary action form. Notice of the date and time of such opportunity shall be given to the Union. The City shall notify the employee and the Union, in writing, five (5) working days of the meeting as to the Trail Board's decision.

- 5.6** If the employee disagrees with the board's determination, the employee may, within ten (10) days of receiving notification of the board's determination, file a grievance under Article 6 of this agreement (The Grievance Procedure) beginning at the level described in section 6.4.
- 5.7** If the employee disagrees with an oral or written reprimand, the employee may file a grievance under Article 6 of this agreement beginning at the stage described in article 6.3.
- 5.8** No oral reprimands (whether confirmed in writing or otherwise) that are over one (1) year from date of the incident will not be used in the promotion process, nor the determination of further disciplinary action for the same offense if the employee has received no disciplinary action for the same offense for a one (1) year period from the date of the incident.
- 5.9** No written reprimand that is over two (2) years from the date of the incident will be used in the promotion process, nor determination of further disciplinary action if the employee has received no disciplinary action for the same offense for a two (2) year period from the date of the incident.
- 5.10** Disciplinary actions shall be progressive in nature with more serious offenses resulting in more discipline. The Department will impose such discipline as is deemed necessary to address and correct the offense committed. Discipline shall be issued in a fair and consistent manner.
- 5.11** Employees accused of serious misconduct, which could result in suspension or termination of employment may be suspended with (or without) pay when the

Department concludes that such action is in the best interest of the public and/or the Department. The City agrees that all such discipline is subject to the grievance procedure.

- 5.12** Any employee suspended from duty with pay under Section 11 shall, within three (3) working days of the suspension, be provided an opportunity for a hearing to determine whether to continue the suspension, and if continued, whether the suspension shall be with or without pay.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.1** 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.
- 6.2** The employee who has a grievance shall within ten (10) office days of the date of the occurrence the action or event from which the grievance arose, or within ten (10) office days when the employee obtains knowledge or should have obtained knowledge of the act or event contact his or her shift supervisor to discuss and attempt to resolve the grievance. The shift supervisor shall discuss the grievance with the employee and shall reply to the employee within three (3) office days of the meeting held with the employee. An office day is defined as any day between and including Monday through Friday, between eight o'clock in the forenoon and four o'clock in the afternoon.

- 6.3** If, after receipt of the decision of the shift supervisor, 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 operations Lieutenant 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 Lieutenant or designee may schedule a meeting with the employee and Union steward to discuss the grievance. Within three (3) office days of the meeting, or the receipt of the grievance if no meeting is held, the Lieutenant or designee shall respond to the employee in writing.
- 6.4** If, after receipt of the written decision of the Lieutenant or designee, the grievance has not been satisfactorily resolved, the Business Agent shall meet with the Chief of Police or designee in an attempt to resolve the grievance within 10 office days unless mutually agreed. The Chief of Police or designee shall respond in writing within 5 office days at the conclusion of the meeting.
- 6.5** If after receipt of the written decision of the Chief of Police, 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) days after receipt of the written decision of the Chief or designee or expiration of the time for the rendering of such decision.
- 6.6** The impartial arbitrator shall be selected by the Union and Employer. In the event they are unable to agree upon an impartial arbitrator within five (5) 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 shared equally by the parties.

- 6.7** The arbitrator shall have access to all written statements and documents pertaining to the appeals in the grievance.
- 6.8** Within thirty (30) 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, or varying in any way, the terms of this agreement.
- 6.9** The Union 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.
- 6.10** 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.

6.11 All time periods listed in this grievance procedure may be extended by mutual agreement of the Union and the Department.

ARTICLE 7 - WORK DAY, WORK WEEK AND SPECIAL DUTY

7.1 A “work day” is a period of twenty-four (24) hours beginning at 0700 hours and end at 0659 hours on the following day.

7.2 The normal work schedule for employees is eight (8) hours a day five (5) days a week. The department may also implement alternative shifts, including but not limited to twelve (12) hour shifts based on staffing and operational needs. Nothing herein shall guarantee a specific number of hours per day or per week, except as otherwise provided in this Agreement.

7.3 A “regular work period” for employees covered by this Agreement shall consist of Eighty (80) hours within the work period of 14 calendar days. The regular work period shall begin on Sunday. All hours worked in excess of Eighty (80) hours per work period shall be compensated at the rate of time and one-half (1 ½). Vacation leave, sick leave, holiday accrual leave, bereavement leave and paid holidays are included in calculating hours worked. Any additional hours paid for, but not worked, and hours paid for at premium time, under grants and for special duty are not included in calculating hours worked. Except for hours worked beyond an officer’s normal shift due to training, the Department will not require officers to take time off during their normal workweek to avoid earning overtime pay.

7.4 Patrol Shift

- 7.4.1 In the event of twelve (12) hour shifts the normal patrol shifts shall be 7 a.m.-7 p.m. and 7 p.m.-7 a.m.
- 7.4.2 The rotation will be as follows: two on- two off; three on- two off; two on - three off. The rotation will also consist of two weeks of day work and then two weeks of night work. Then the rotation shall begin again. 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 officers 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 be paid in overtime.
- 7.4.3 At minimum there shall be two patrol officers working at all times, and three (3) officers minimum from 3 pm to 3 am.
- 7.4.4 **Labor Management Committee on Work Schedule-** The Chief or designee will chair the Work Schedule Committee, which will include an employee designated by the Union. The Work Schedule Committee shall review the current schedule, and, if appropriate, recommend a new work schedule to the Chief.

- 7.5 "Special duty" involves situations where a third party retains an employee to provide a services in connection with an event or activity. All Special Duty assignments shall be paid at the minimum rate of \$65 per hour. There shall be a minimum of two (2) hours pay per special duty assignment. Special duty

assignments shall be offered only to officers who are not on Field Training status. An officer who submits his/her name for a special duty assignment and later determines that they do not want to work the assignment must find a qualified replacement to work the assignment. If an officer cannot work the special duty assignment due to illness or injury, they shall not be required to find a replacement. Special duty assignments shall be posted and awarded on the basis of the order in time when the officer submits their name as wanting the assignment. In the event there are insufficient volunteers to staff a Special duty assignment, the Department will require officers to perform the assignment in reverse seniority order for all assignments. If the City increases the rate for special duty assignments, the City agrees to renegotiate the Officers rate of pay with the Union.

7.5.1 Special Grants- The rate of pay and the terms of pay for work under special grants shall be set and paid in accordance with the terms of such grants.

7.5.2 Other law enforcement agencies- work opportunities from other law enforcement agencies shall not be considered extra duty assignments.

ARTICLE 8 - SALARIES AND ALLOWANCES

8.1 Regular Salaries

8.1.1 The regular salaries of all employees shall be in accordance with the schedules set forth in Exhibit A.

Year 1 July 1, 2024 Salaries are as reflected in Exhibit "A"

Year 2 July 1, 2025 Salaries are as reflected in Exhibit "A"

Year 3 July 1, 2026 Salaries are as reflected in Exhibit "A"

8.1.2 A less than satisfactory review may be the subject of a grievance under Article 6 of this Agreement the standard being just cause.

8.1.3 Employees will increase to the appropriate step in Exhibit "A" on the pay period following their anniversary date.

8.1.4 New appointees are appointed to the base salary of Recruit. Following their release from the Field Training and Evaluation Program, they move to the rank of Patrolman. Following one (1) year after completion of field service training for a Delaware Police Graduate) or nine (9) months after completion of field service training for a Delaware Certified Officer, the Patrolman will move to the appropriate step of a Patrolman First Class. An officer who graduates from the Delaware police academy shall remain on probation until a period of one year has elapsed since the completion of the Field Training and Evaluation Program (Phase V). A Delaware Certified officer will serve a probation period of nine (9) months.

8.2 Overtime Pay

8.2.1 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 employee's home to his reporting station or return.

8.2.2 Payment of overtime hours shall not be pyramided. Thus, for example, because an employee is paid premium time for court time and call-in time, such time shall not be included in determining whether the employee should receive overtime pay.

8.2.3 Overtime shall be paid in quarter hour increments, for example:

1 to 7 minutes = No overtime

8 to 22 minutes = $\frac{1}{4}$ hour of overtime

23 to 37 minutes = $\frac{1}{2}$ hour of overtime, etc.

8.2.4 Except in the case of an emergency, a twenty-four (24) hour notice shall be given to any employee prior to the change in the normal work schedule. If less than twenty-four (24) hours' notice is given, the first shift of the new schedule will be paid at one and one-half ($1 \frac{1}{2}$) times the straight time hourly rate of pay. "Emergency" refers to a sudden, unexpected occurrence demanding immediate action.

8.3 On-Call Pay The employer agrees to pay a minimum of 3 hours "On Call" pay at the employee's straight time rate, to those officers who are scheduled to be "on-call". Officer placed "on call" are required to respond within 30 minutes. Any actual time called-in and worked, over and above normal hours, shall be paid at one and one-half ($1 \frac{1}{2}$) times regular rate of pay. Overtime is not paid while traveling from and to an employee's home. The scheduling of an "On Call" roster shall be at the discretion of the Police Chief, or his designee.

8.4 Court Pay

- 8.4.1 In the event an officer is scheduled to appear in court (on standby) when the officer is not on assigned duty, the officer shall be paid a guaranteed minimum of Three (3) hours pay at straight time for the time the officer is required to be available to appear in court, whether the Officer attends Court or not. For purposes of the section, a "Court Appearance" shall also include required attendance at any related proceeding in connection with official duties. If the Officer is called to appear after the time the officer's Court appearance stand by time has expired and the Officer is still off duty the Officer is to be guaranteed minimum of three (3) hours pay at time and one-half for that appearance. It is understood that multiple court appearances within the three-hour period will result in only one such payment. Start times for Court Stand-by shall be one half-hour (1/2 hour) prior to subpoena time and shall conclude three (3) hours later.
- 8.4.2 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.

8.5 Shift Differential

- 8.5.1 The amount of shift differential pay shall be calculated for each hour actually worked between 7 pm and 7 am at the rate of \$1.00 per hour.
- 8.5.2 Shift differential shall not become part of base pay and shall be paid bi-weekly.

8.5.3 Shift differential is not payable for hours worked on Special Duty or Grants.

8.6 Temporary Transfer

8.6.1 When it is necessary to temporarily transfer employees between shifts for emergency operational purposes, such transfers shall be considered work assignments and are within the discretion and prerogatives of Management. Seniority and experience shall be considered when making such transfers.

8.6.2 Should there be a need to permanently fill a vacancy on a shift, a notice of Shift Vacancy shall be posted for no less than ten (10) working days to give interested employees the opportunity to volunteer to fill a vacancy. In making selections, seniority and experience shall be considered.

8.6.3 An employee who works for at least five (5) consecutive days in a higher pay grade (for example a corporal working as a sergeant), shall, for the duration such temporary assignment (i.e. retroactive to the first day of such an assignment), be paid at the rate of 5% above the employee applicable rate. This section only applies to the temporary assignment required to cover the duties of the higher ranked officer (Sergeant or Shift Commander) and will not be applied to other officers who fill in for the officer receiving the temporary assignment pay.

8.6.4 A supervisor may temporarily assign an employee to work outside his or her normal classification provided such assignment does not displace

another regular employee. An employee's pay shall not be reduced when performing such work.

8.7 Call Out Pay If an employee is called into work beyond the employee's scheduled work hours, such an employee shall be paid at the rate of time and one-half the employee's regular base rate of pay for two (2) hours, or for the call-in-time actually worked, whichever is greater. Provided, however, that if the employee is called to work and reports to work within two (2) hours of the start of the employee's regular shift, such employee's call in pay shall not extend beyond the start of the employee's scheduled shift. For example, if an employee is scheduled to work at 7:00 AM but is called in and reports to work at 6:00 AM, such an employee shall receive two (2) hours' call-in pay.

8.8 Station Meeting As part of their professional obligation, employees shall be required to attend scheduled station meetings. The time spent in such meetings will be considered as time worked for pay purposes and shall be compensated at the appropriate rate of pay.

8.9 Military Leave Pay

Officers who chooses to serve in the military shall receive the difference between their military pay and their normal wages as if they had worked.

8.10 Bilingual Pay Differential Allowance

8.10.1 Police Officers will participate in the City's Bilingual Pay Differential Allowance Policy which authorizes officers to receive additional compensation for bilingual proficiency.

- 8.10.2 The City will determine the languages which are part of the program, the testing processes and minimum proficiency levels, and the number of employees, by position, that are eligible to participate.
- 8.10.3 Pay will be discontinued if the officer is reassigned to a different job position, the functions of the job position no longer meet the requirements, or if the officer does not maintain proficiency.
- 8.10.4 The program may be suspended or discontinued due to financial or other constraints at the discretion of the City. Participating officers will be compensated for all work performed under the program prior to the date the program is suspended or terminated.

8.11 Residency Bonus

A bonus of \$2,000 will be paid to employees who reside within City of Milford limits. "Residence," "reside" and "residing" refers to a place of bona fide continuous habitation. Owning or renting property for which the employee does not maintain a residency within does not qualify for the incentive. Residency will be documented each year. This bonus is to be paid annually on or about September 1st to officers on record on June 1 and at the time of payment.

ARTICLE 9 - WORKERS COMPENSATION

- 9.1** Worker's Compensation payments administered by the Division of Worker's Compensation of the Department of Labor and Industry are for the purpose of offsetting the loss of income suffered by an employee who is injured on the job. 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

100% of the injured Police Officer'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 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 ninety (90) days period, the City Council of the City of Milford, 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. The officer will sign over their workers compensation checks received during the period in which the officer is paid by the City.

- 9.2** Employees injured as a result of a work-related accident resulting in a Workers Compensation claim shall, if medically released to do so, be placed in a light-duty assignment subject to the following conditions.
- 9.3** Employees placed in a light-duty assignment will retain the full rate of pay received at the time of injury and be entitled to all increases as called for in this Agreement.
- 9.4** Employees will have no change in classification during assignment to a light-duty position. All benefits will continue to accrue and no break in service will occur.
- 9.5** An employee who is released by his physician as medically capable of performing all assigned duties of the position held when injured will be returned to that position immediately.
- 9.6** An employee who has been informed by his/her physician that the employee will never be able to perform the full duties of the position held when injured, will be given three hundred sixty-five (365) calendar days to secure another position within

the Department, provided the change can be accomplished without displacing another employee. The employee must be medically cleared by his/her physician to perform the full duties of any new position. An employee receiving notification of inability to return to full duties of his or her former position will be allowed to remain in a light-duty position assignment for ninety (90) calendar days, subject to all other provisions of this Article. The employee must provide medical certification that the employee is incapable of performing the duties of his/her regular classification.

9.7 Employees grieving separation for medical reasons will advance to Section 6.4 of the Grievance Procedure.

9.8 Damage of Personal Property

9.8.1 Compensation shall be provided 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:

9.8.1.1 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.

9.8.1.2 The personal property should, where practicable, be available for inspection. Compensation shall not be paid without the written approval of the Chief of Police.

- 9.9** The repair, replacement or compensation in lieu thereof, at the Department's option, shall in any event be limited to Three-Hundred Dollars (\$300).
- 9.10** 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.

ARTICLE 10 - INSURANCE

- 10.1 Health Care Insurance** Officers 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 an employee may be required to contribute is 20% of the cost of individual and dependent coverage.
- 10.2 Vision Care Insurance** The City will sponsor an eye care plan for employees. This will be an insured plan and is subject to the terms of the plan sponsor.
- 10.3 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.
- 10.4 Professional Liability Insurance** The City 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 the Department and the Lodge Secretary.

10.5 Health Insurance In The Event Of A Death In The Line Of Duty The City agrees to continue to provide health coverage that is selected through the State of Delaware Police Pension Plan to the surviving spouse and dependent children of a deceased current employee subject to the following conditions:

1. Dependent coverage will cease no later than that date when the dependents reach the maximum age limit for coverage prescribed by the City's insurance carrier.
2. Spouse coverage will cease when the spouse remarries or becomes eligible for Medicare coverage.
3. Spouse and dependent coverage will cease if the spouse and dependents are able to obtain equivalent coverage through another employer.
4. The employee's death must have directly resulted from the employee's activities while the employee was discharging the employee's official duties.

10.6 Paid Family Medical Leave Wage Tax Effective January 1, 2025, pursuant to Delaware's Paid Family and Medical Leave ("PFML") insurance program, the City will contribute 50% and employees will contribute 50%, of the PFML's tax on wages as provided in State law.

ARTICLE 11 - HOLIDAYS

11.1 The City will grant holiday time off to all employees on all legal holidays officially adopted and approved by the Milford City Council each calendar year. The City will provide the Union and employees, a list of holidays each year after approval of the City of Milford Council. Notwithstanding the number of legal holidays officially adopted and approved by approved by the Milford City Council, the Parties agree that employees will receive a minimum of 12 holidays each calendar year. See 2024 Holiday Schedule attached as Exhibit B.

Holidays that fall on a Saturday or Sunday will be observed on either a 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.

11.1.1 All banked, accrued holiday pay will be considered vested. Commencing with the ratification of the new Collective Bargaining Agreement by Milford and Local 326, employees working a holiday will be paid holiday pay in the pay period that the holiday falls; provided, however, that an officer may request to accrue his/her holiday pay to be used as vacation hours subject to any such accrued holiday hours not used by December 15 shall be paid in the last pay period before December 31 at the officer's effective hourly rate in effect on the date of payment. Employees not on duty on a holiday, shall be paid for that day and will not accrue an alternative day off.

- 11.1.2 All banked, accrued holiday pay will be considered vested. Banked, accrued holiday pay may be used for vacation, extended medical leave/FMLA or when sick leave balance is exhausted.
- 11.1.3 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.
- 11.1.4 **Holiday Bank Cash Out**
Effective July 1, 2024, Employees who have accumulated banked holiday hours prior to June 30, 2019 must cash out all banked holiday accrual hours by no later than June 30, 2027. Employees may elect to transfer banked holiday accruals to their 457(b) Plan, tax free.

ARTICLE 12 - VACATION SCHEDULE

12.1 Vacation.

- 12.1.1 The table below reflects this accepted vacation policy:
- 12.1.2 The term day refers to 8 hours and not the Patrol Unit’s assigned 12-hour work day.

Vacation Benefits Eligibility Table

Continuous Service	Amount of Vacation Earned
1-5 years of service	6.67 hours per month (80 hours per year)
6-9 years of service	10 hours per month (120 hours per year)
10-14 years of service	13.33 hours per month (160 hours per year)
15+ years of service	16.67 hours per month (200 hours per year)

12.2 Vacation "Sell Back"

12.2.1 Police Officers covered by this Agreement shall be eligible to sell back to the City up to five (5) days (40 hours) unused vacation leave after 6 (six) years' service. The payment in lieu of vacation shall be made in December each year and paid at the rate then in effect for the individual.

12.2.2 This pay shall be optional. The employee must complete a City of Milford application for leave form, designated for vacation sell back and must submit this form to the Chiefs office prior to April 1st of each year. A confirmation form will be provided by the City Finance Office at least two weeks prior to the first payday in December.

12.3 Vacation days may be taken in hourly increments.

12.4 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 the Chief of Police. At the beginning of each calendar year, a departmental vacation leave schedule will be circulated throughout the department for employees to schedule time off. Vacation leave requests for the same timeframe will be approved based on seniority. In the event of an emergency, leaves which have been approved may be cancelled by the Chief of Police or his designee. The employee will be notified of the cancellation as soon as possible. Employees who desire unscheduled short vacations shall submit their request to their supervisor prior to the requested leave date giving as much advanced notice as possible.

12.5 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 purpose of this calculation, any partial month of service will be treated as a full month of service. Unused earned vacation time at an employee's, retirement, resignation or termination will be paid at the employee's current hourly rate (in the event of death of the employee, shall be made to his/her estate). If an employee uses vacation days in excess of the days earned as of the date of the employee's termination, the value of such days shall be deducted from the employee's final paycheck.

12.6 Employees will be paid for vacation at their regular rate of pay.

ARTICLE 13 - DISCRETIONARY LEAVE

13.1 Any employee desiring leave of absence without pay shall secure approval from the Department with notice to the Local Union. Approval of leave without pay must be obtained in writing from the Chief. As a general policy, unless other arrangements are approved, annual leave or sick leave, if applicable, must have been exhausted before leave without pay may be taken.

ARTICLE 14 - PENSION PLAN

14.1 Police Pension Plan

The Police Pension Plan through December 31, 2004 shall be the retirement plan administered by ING Financial/VOYA or successor and shall consist of the following provisions:

1. For the 457 plan, the City shall provide matching funds up to 6% of the employee's bi-weekly pay, (i.e., if the employee contributes 6% of the

biweekly pay amount, the City will match that contribution dollar for dollar.

If the employee contributes 7%, the City will only match 6%).

2. The payments to the 457 plan shall be made by the first day of the month following the month the money was collected.
3. For the 401A plan, the State Insurance money contribution shall be made by the first day of the month following the month when the payment was received by the City.

Effective January 1, 2005, the City of Milford will enter the State of Delaware, County/Municipal Police Officer's Pension Plan. In addition:

1. The City will maintain the present 457 Plan with matching funds up to 6% of the employee's biweekly pay as described in paragraph.
2. The monies remaining in member's individual accounts with ING Financial will remain the property of the member and responsibility for managing those funds remain with the member.
3. Effective January 1, 2005, the City will discontinue contributions to the 401A plan.

ARTICLE 15 - SICK LEAVE

- 15.1** Regular, full-time employees (including probationary employees) will be provided with paid sick leave benefits for the temporary absence due to illness or injuries. 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 this section, family member shall mean: employee's spouse, parent, child, step-child, grandparents, grandchildren or siblings. 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.

- 15.2** The City shall provide paid sick leave to bargaining unit employees for periods of temporary absence due to illness or injury. Sick leave benefits will be calculated based on the employee's base pay rate at the time of absence. If an employee chooses to apply for any other disability benefits, the combination of any such disability payments and sick leave benefits cannot exceed the employee's normal earnings.
- 15.3** Unused sick leave benefits will be allowed to accumulate until the employee has accrued a maximum total of 1,040 hours' worth of sick leave benefits. Accrual will begin again if the employee's sick leave balance drops below the maximum total of 1,040 hours until which time they again reach the maximum total. 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.
- 15.4** Sick leave shall be made available to employees at the time it is accrued.
- 15.5** Employees shall be paid accrued sick leave upon resignation, retirement, termination, or death up to a maximum of 240 hours. In the case of death of an employee, unused sick leave (maximum of 240 hours) shall be made to his/her estate.
- 15.6** An employee must notify the Chief or Shift Commander of the employee's inability to work at least one (1) hour prior to the knows they are not able to report to work prior to one (1) hour before dayshift and two hours before night shift, they should notify the department as soon as it is evident that they are unable to report to work to allow management to obtain sufficient manpower to cover assignments.

Failure for an employee to notify the department that they are unable to work because of illness or injury at least one hour in advance could result in the employees loss of pay for that day unless circumstances outside of the control of the employee prevent the employee earlier notice.

15.7 If an employee has exhausted all of their available leave, the Chief of Police may approve donated sick leave, in accordance with the *Voluntary Leave Donation Policy*.

15.8 Sick leave charges in excess of earned sick leave may be charged to earned and available annual leave or leave without pay at the Employee's option. This is not intended to limit the City's right to take disciplinary action based on absenteeism.

15.9 A physician's statement, verifying the nature of the disability and its beginning and expected ending dates, may be required of any employee under any of the following circumstances:

15.9.1 Whenever, in the opinion of the Chief of Police, there is abuse or misuse of sick leave, provided, however, that no certificate shall be required until notice is given to the employee.

15.9.2 Whenever an employee is sick or ill for three (3) consecutive working days.

15.10 Employees shall make every effort to schedule medical or dental appointments before or after work. If an employee must take time off from work for such appointments, such an employee may take sick and any accumulated leave, with the prior scheduling approval of the Chief.

15.10.1 Absence of a fraction of a day that is chargeable to sick leave shall be charged proportionately, with a minimum of one (1) hour increasing in increments of one half (1/2) hour.

15.11 An employee absent from work on a legal holiday, during paid sick leave, on vacation, and on leave for disability arising from injuries sustained in the course of employment or on authorized leave of less than 6 months other than personnel leaves, shall continue to accumulate sick leave at the regularly prescribed rate during such absence, as though the employee were on duty.

15.12 In the event an employee provides medical certification that the employee is incapable of performing the duties of his/her regular classification through illness or injury, the City may transfer the employee, with such employee's consent, to a position for which he/she is qualified, provided the change can be accomplished without displacing another employee. The City shall consider the employee's years of City service.

ARTICLE 16 - BEREAVEMENT LEAVE

16.1 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. 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.

16.2 Immediate family shall be defined as the employee's spouse, parent, child, stepchild, grandparents, grandchild or sibling; the employees spouse's parent, child, stepchild, grandparents, grandchild or sibling; the employee's child spouse.

Extended family shall be defined as the employee's aunt, uncle, niece, nephew or first cousin; employee's spouse's aunt, uncle, nephew, niece 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.

16.3 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.

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

16.5 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 police officer is on vacation at the time of the death.

ARTICLE 17 - CLOTHING ALLOWANCE AND OTHER BENEFITS

17.1 Clothing Allowance (Non-Uniform) All non-uniform officers of the Criminal Investigations Division shall receive a \$500.00 clothing allowance twice a year for purchase of clothes in place of uniforms. Payment of the clothing allowances shall be in April and October.

17.1.1 A Uniform Committee shall be formed to discuss and suggest any changes to the uniform or equipment on an as needed basis. The Committee will be

comprised of 2 voluntary members from the Bargaining Unit and 2 appointed by the Chief of Police. They shall advise the Chief of Police of their finding when requested, but the final decision shall be solely that of the Chief of Police.

17.2 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 at no expense to the individual officer.

17.3 Shoes Provided (Uniform) All officers shall receive a new standard issue Uniform shoe as requested.

17.4 Pay Period The City will maintain an every two week pay period with Friday as payday. If payday falls on a holiday, payday will be Thursday. The pay period shall begin on Sunday, 0700 hours and end 14 days later on Sunday, 0659 hours.

17.5 Bulletin Board Privilege The City shall provide the Union a 36" by 24" bulletin board located in the Shift Change area of Department. Such bulletin board shall be for the exclusive use of the Union, and its use shall be limited to Union Business, and other notices that are not derogatory or demeaning to the City, its employees, the Mayor, or the Commissioners.

17.6 Meeting Space The City shall provide meeting-room space for meetings of the bargaining unit if a meeting room is available.

17.7 Vest The City shall issue and replace bulletproof vests to employees. The replacement of such vests by a new or manufacturer-refurbished replacement shall

be at the suggested manufacturer time. If manufacturer-refurbished replacement vest is used, then an employee is to be provided all of the rights and benefits the employee would otherwise have if a new vest were used. The choice of a Tier/ Type II or IIIA vest shall be determined by each Officer.

17.8 Shift Trading Officers may trade shifts with prior approval by the Operations Lieutenant. However, a lower ranking officer may not switch shifts with a sergeant or officer serving as shift commander.

17.9 Life Insurance, Accidental Death & Dismemberment Insurance Provided at no cost to the employee at 2 times the officer's annual salary up to a maximum of \$250,000.

17.10 Military Leave of Absence Will be as stated in The Personnel Ordinance subject to the following:

17.10.1 If on vacation- employee would be paid vacation pay and would keep military pay without adjustments from the City.

17.10.2 If military leave is used, City will grant time off and assure their pay is equivalent to City pay.

17.11 Immediate Family Relief In the event of a line of duty death, the City will provide a grant payment to the slain officer's family of (\$1,000.00). This grant payment is designed to assist the family in immediate needs until the insurance benefit can be received. This payment should be given to the immediate survivor listed as the beneficiary on the employee's paperwork filed with the City's Human Resources Department and should be received by the officer's family within three days of the

officer's death. This benefit is in addition to and shall not be deducted from any insurance benefit due to the officer's family.

ARTICLE 18 - EMPLOYEE RECORDS

- 18.1** The employee's medical records in the Department; internal investigation file as well as a Department personnel file, are hereinafter collectively referred to as "employment records". All employment records shall be considered confidential, and as such, every person who receives access to these records shall place his name, the date when, and the reason why, the records were accessed on a prepared form kept within the personnel record. An employee may access the employee's employment records kept by the Department upon written request to the Chief of Police and under the supervision of an individual designated by the Chief of Police. A log shall be kept of such examinations, which shall bear the initials of those present. Files and records kept by the City may also be examined under these same procedures. Requests for review are to be submitted to a person designated for that purpose by the City.
- 18.2** Information as part of an employee's employment record may be released with the written release of the employee or if the City is required to release information under State or Federal Law. If the City believes it is required to release information, it will provide the affected employee written notice of its intent to release such information, its justification for releasing the information. If possible, this notification shall be provided at least five (5) days prior to disclosing the information.

- 18.3** The department will maintain one (1) personnel file, which will be located in the Department's administrative office. This limitation does not deprive the Department from maintaining a working file on each employee.
- 18.4** Any material to be used in any disciplinary process and/or promotion, which is not or has not been placed into the personnel file or discipline file, will not be used. The Union representative may review personnel file or discipline file with a signed authorization from the employee.
- 18.5** No document adverse to an employee may be placed in the employee's personnel file unless the employee is provided a copy of such document and given the opportunity to sign, acknowledging receipt of the copy. The signing of such notice will not constitute an admission of the alleged violation.
- 18.6** An employee may submit written comments on any document placed in the employee's personnel file. Such comments will be placed in the employee's personnel file if the comments are submitted within 30 days of the date the employee receives a copy of the document, which is the subject of the employee's comments.

ARTICLE 19 - OUTSIDE EMPLOYMENT

- 19.1** Bargaining unit employees may, with notification to the Chief of Police engage in outside employment which does not interfere with the employee's performance of

duty with the City and which does not involve the use of City property, facilities authority or name.

- 19.2** The Chief may prohibit employees from extra duty work, which is demeaning or embarrassing to the Department or creates a conflict of interest (examples: bouncer, bartender, gambling establishment, adult entertainment, any type work associated with police work, etc.).

ARTICLE 20 - ALCOHOL AND DRUG TESTING

- 20.1** The City and the Union agree that employees are expected to be free from the influence of drugs and alcohol while on duty.
- 20.2** In addition to drug testing of employees due to incident or due to reasonable suspicion, the parties recognize the City may engage in random drug and alcohol testing of employees.
- 20.3** The City agrees it will perform all drug and alcohol testing in accordance with the testing procedure of the Omnibus Transportation Employee Testing Act, as amended (“Act”).
- 20.4 Prohibited Activities** All employees are prohibited from engaging in the following activities:
- 20.4.1 The possession or consumption of alcoholic beverages*, illegal substance(s)* or an illegally obtained controlled substances.
 - 20.4.2 The operation of any City vehicle after ingesting an illegal substance (s) or illegally obtained controlled substances.

20.4.3 Reporting to work while under the influence of an illegal substance(s) or with a blood alcohol concentration of two-hundredths (0.02) of one percent or greater.

20.4.4 The refusal to submit to an alcohol or drug test as defined by and required by the Act.

*** Except as required in the performance of their duties as undercover officers.**

20.5 Disciplinary Action Any employee who engages in any of the activities prohibited under Section 20.4 above shall be subject to disciplinary action.

20.5.1 If an employee's test for alcohol shows a blood alcohol concentration of two hundredths (0.02) or greater, that employee will be given immediate notification of the result of the test and the employee will be suspended from duty for not less than 24 hours nor more than 30 hours. The employee will then be required to take a second test and will not be able to return to work until he or she tests negative. For a first offense, The City must allow the employee to complete an alcohol abuse evaluation and follow any recommended treatment plan the City may require follow-up testing as required by an alcohol abuse professional. Such retesting cannot be more frequent than six (6) times within the next twelve (12) month period from the employee's most recent positive test. If within a two (2) year period a follow-up test or another testing reveals a blood alcohol concentration of two- hundredths (0.02) or greater, the employee shall be subject to discharge.

20.5.2 If an employee tests positive for an illegal substance or substances, the employee has 72 hours to request that the split sample be submitted for testing. During the period of time the split sample is being tested, the employee may be relieved of duty without pay until the results are determined. If the results are negative the employee will be paid for the lost time. If the split sample also test positive, the employee shall be afforded the opportunity to provide explanation of the positive test to medical personnel from the lab. If satisfactory explanation is not received within a reasonable amount of time, the employee shall be subject to discipline, up to and including discharge. If the employee is not discharges, the City may require follow-up testing as required by a substance abuse professional. Such retesting cannot be more frequent than six (6) times within the next twelve (12) month period a follow-up test or another testing reveals the presence of illegal substance or substances, the employee shall be subject to discharge.

20.6 Testing

- 20.6.1 Only accredited lab facilities will be used to test for illegal substances.
- 20.6.2 All collection containers will be clearly labeled with the employee identification number or name prior to collection of the sample.
- 20.6.3 Employees shall maintain the right to witness the sealing of the collection container.
- 20.6.4 All specimen collections will be done in a manner which respects the employee's right to privacy, yet gives the employee no time to detoxify

himself or herself, and under established accepted medical procedures for collection of drug screening samples.

20.6.5 The City shall pay for the cost of the testing for alcohol and illegal substances.

20.7 If an employee is taking prescription medication pursuant to a valid prescription or non-prescription medication in the appropriate prescribed manner and he/she tests positive because of taking that prescription to a valid prescription or nonprescription medication, the employee shall not be disciplined.

20.8 Employees may file a grievance under Article 6 challenging the basis for reasonable suspicion testing or any disciplinary action taken under this Article or for failure to follow the requirements of the Act.

20.9 When a grievance is filed, the City shall, within 36 hours after receipt of release signed by the employee, provide the Union with a full and complete copy of all test results including chain-of-custody forms.

ARTICLE 21 - K-9 UNITS

21.1 Any employee/handler assigned to a K-9 unit will be subject to the work schedules contained in Section 7.2, as assigned, which shall include one hour per workday for K-9 care.

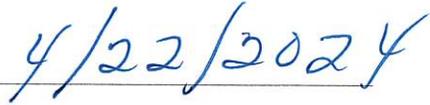
21.2 The position of K-9 employee/handler may be held by a PFC, Corporal or Senior Corporal.

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



Signature for General Teamsters Local 326

Title



Date



Signature for the City of Milford

Title



Date

EXHIBIT "A"
Police Union Pay Chart 7/1/2024

	City of Milford PTL	City of Milford PFC	City of Milford CPL	City of Milford SR CPL	City of Milford SGT
		After 1 year from completion of FTO (DPA Graduate); After 9 months from completion of FTO (DE Certified) Promote to PFC; Max Yr 10	2 years as PFC then can test for CPL; With passing test move to CPL; Max @ yr 15	2 years as CPL then can test for SGT; With passing test promote to SGT if Opening Available and if not move to SR CPL; Max @ Yr 25	2 years as CPL then can test for SGT; With passing test promote to SGT if Opening Available and if not move to SR CPL; Max @ Yr 25
	PTL 2023+14% 7/1/2024	PFC 2023+14% Step = 1.5%	CPL 2023+14%	SR CPL 2023+14%	SGT 2023+14%
New Hire	\$61,674				
1	\$62,599				
2	\$63,538	\$66,750			
3	\$64,491	\$67,752	\$74,661		
4	\$65,459	\$68,768	\$75,781		
5	\$66,440	\$69,799	\$76,918	\$80,763	
6		\$70,846	\$78,071	\$81,975	\$86,073
7		\$71,909	\$79,242	\$83,204	\$87,365
8		\$72,988	\$80,431	\$84,452	\$88,675
9		\$74,083	\$81,637	\$85,719	\$90,005
10		\$75,194	\$82,862	\$87,005	\$91,355
11		\$75,194	\$84,105	\$88,310	\$92,726
12		\$75,194	\$85,367	\$89,635	\$94,116
13		\$75,194	\$86,647	\$90,979	\$95,528
14		\$75,194	\$87,947	\$92,344	\$96,961
15		\$75,194	\$89,266	\$93,729	\$98,415
16		\$75,194	\$89,266	\$95,135	\$99,892
17		\$75,194	\$89,266	\$96,562	\$101,390
18		\$75,194	\$89,266	\$98,011	\$102,911
19		\$75,194	\$89,266	\$99,481	\$104,455
20		\$75,194	\$89,266	\$100,973	\$106,021
21		\$75,194	\$89,266	\$102,487	\$107,612
22		\$75,194	\$89,266	\$104,025	\$109,226
23		\$75,194	\$89,266	\$105,585	\$110,864
24		\$75,194	\$89,266	\$107,169	\$112,527
25		\$75,194	\$89,266	\$108,776	\$114,215
26		\$75,194	\$89,266	\$108,776	\$114,215
27		\$75,194	\$89,266	\$108,776	\$114,215
28		\$75,194	\$89,266	\$108,776	\$114,215
29		\$75,194	\$89,266	\$108,776	\$114,215
30		\$75,194	\$89,266	\$108,776	\$114,215

EXHIBIT "A"
Police Union Pay Chart 7/1/2025

	City of Milford PTL	City of Milford PFC	City of Milford CPL	City of Milford SR CPL	City of Milford SGT
		After 1 year from completion of FTO (DPA Graduate); After 9 months from completion of FTO (DE Certified) Promote to PFC; Max Yr 10	2 years as PFC then can test for CPL; With passing test move to CPL; Max @ yr 15	2 years as CPL then can test for SGT; With passing test promote to SGT if Opening Available and if not move to SR CPL; Max @ Yr 25	2 years as CPL then can test for SGT; With passing test promote to SGT if Opening Available and if not move to SR CPL; Max @ Yr 25
	PTL 2024+7%	PFC 2024+7% Step = 1.5%	CPL 2024+7%	SR CPL 2024+7%	SGT 2024+14%
7/1/2025					
New Hire	\$65,991				
1	\$66,981				
2	\$67,986	\$71,423			
3	\$69,006	\$72,494	\$79,887		
4	\$70,041	\$73,582	\$81,085		
5	\$71,091	\$74,685	\$82,302	\$86,417	
6		\$75,806	\$83,536	\$87,713	\$98,124
7		\$76,943	\$84,789	\$89,029	\$99,596
8		\$78,097	\$86,061	\$90,364	\$101,089
9		\$79,268	\$87,352	\$91,720	\$102,606
10		\$80,457	\$88,662	\$93,095	\$104,145
11		\$80,457	\$89,992	\$94,492	\$105,707
12		\$80,457	\$91,342	\$95,909	\$107,293
13		\$80,457	\$92,712	\$97,348	\$108,902
14		\$80,457	\$94,103	\$98,808	\$110,536
15		\$80,457	\$95,515	\$100,290	\$112,194
16		\$80,457	\$95,515	\$101,794	\$113,877
17		\$80,457	\$95,515	\$103,321	\$115,585
18		\$80,457	\$95,515	\$104,871	\$117,318
19		\$80,457	\$95,515	\$106,444	\$119,078
20		\$80,457	\$95,515	\$108,041	\$120,864
21		\$80,457	\$95,515	\$109,662	\$122,677
22		\$80,457	\$95,515	\$111,307	\$124,518
23		\$80,457	\$95,515	\$112,976	\$126,385
24		\$80,457	\$95,515	\$114,671	\$128,281
25		\$80,457	\$95,515	\$116,391	\$130,205
26		\$80,457	\$95,515	\$116,391	\$130,205
27		\$80,457	\$95,515	\$116,391	\$130,205
28		\$80,457	\$95,515	\$116,391	\$130,205
29		\$80,457	\$95,515	\$116,391	\$130,205
30		\$80,457	\$95,515	\$116,391	\$130,205

EXHIBIT "A"
Police Union Pay Chart 7/1/2026

	City of Milford PTL	City of Milford PFC	City of Milford CPL	City of Milford SR CPL	City of Milford SGT
		After 1 year from completion of FTO (DPA Graduate); After 9 months from completion of FTO (DE Certified) Promote to PFC; Max Yr 10	2 years as PFC then can test for CPL; With passing test move to CPL; Max @ yr 15	2 years as CPL then can test for SGT; With passing test promote to SGT if Opening Available and if not move to SR CPL; Max @ Yr 25	2 years as CPL then can test for SGT; With passing test promote to SGT if Opening Available and if not move to SR CPL; Max @ Yr 25
	PTL 2025+3%	PFC 2025+3%	CPL 2025+3%	SR CPL 2025+3%	SGT 2025+3%
	7/1/2026	Step = 1.5%			
New Hire	\$67,971				
1	\$68,990				
2	\$70,025	\$73,566			
3	\$71,076	\$74,669	\$82,284		
4	\$72,142	\$75,789	\$83,518		
5	\$73,224	\$76,926	\$84,771	\$89,009	
6		\$78,080	\$86,042	\$90,344	\$101,067
7		\$79,251	\$87,333	\$91,700	\$102,583
8		\$80,440	\$88,643	\$93,075	\$104,122
9		\$81,646	\$89,973	\$94,471	\$105,684
10		\$82,871	\$91,322	\$95,888	\$107,269
11		\$82,871	\$92,692	\$97,327	\$108,878
12		\$82,871	\$94,082	\$98,786	\$110,511
13		\$82,871	\$95,494	\$100,268	\$112,169
14		\$82,871	\$96,926	\$101,772	\$113,852
15		\$82,871	\$98,380	\$103,299	\$115,559
16		\$82,871	\$98,380	\$104,848	\$117,293
17		\$82,871	\$98,380	\$106,421	\$119,052
18		\$82,871	\$98,380	\$108,017	\$120,838
19		\$82,871	\$98,380	\$109,638	\$122,651
20		\$82,871	\$98,380	\$111,282	\$124,490
21		\$82,871	\$98,380	\$112,951	\$126,358
22		\$82,871	\$98,380	\$114,646	\$128,253
23		\$82,871	\$98,380	\$116,365	\$130,177
24		\$82,871	\$98,380	\$118,111	\$132,130
25		\$82,871	\$98,380	\$119,883	\$134,111
26		\$82,871	\$98,380	\$119,883	\$134,111
27		\$82,871	\$98,380	\$119,883	\$134,111
28		\$82,871	\$98,380	\$119,883	\$134,111
29		\$82,871	\$98,380	\$119,883	\$134,111
30		\$82,871	\$98,380	\$119,883	\$134,111

Exhibit "B"

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	11/04/2024
Return Day (1/2 Day)	11/07/2024
Veterans Day	11/11/2024
Thanksgiving	11/21/2024
Day After Thanksgiving	11/22/2024
Christmas Eve	12/24/2024
Christmas	12/25/2024
New Year's Eve (1/2 Day)	12/31/2024