

City of Milford

And

International Brotherhood of Electrical
Workers, Local Union 126

Collective Bargaining Agreement

(2024 – 2027)

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ARTICLE I
PREAMBLE

Section 1. 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, (“City” or “Employer”), and the International Brotherhood of Electrical Workers, Local Union 126, (“Union”).

**ARTICLE II
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. 16-06-1069, dated August 31, 2016, the term "employees" used in this Agreement shall mean employees in the following classifications:

Electric Line Technician, First Class	Meter/SCADA Technician
Electric Line Technician, Second Class	Meter Technician I
Electric Line Technician, Third Class	Meter Technician II
Electric Ground Technician	
Electric Line Technician, Crew Leader	
Electric Line Technician, Troubleperson	

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.

**ARTICLE III
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 President 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 Electric Director, 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 IV 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. Employees, who provide written authorization to the City, on and after the thirty-first (31st) day of employment or within thirty (30) days of the signing of this agreement, become a member of the Union for collective bargaining and contract administration services rendered by the Union as the requested representative of the employees covered by this agreement.

Section 3. 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 4. 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 tenth (10th) 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 V
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 VI 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.

Section 2: The City of Milford shall not make a transfer for any position covered under this Agreement to any other Division without mutual consent with the union.

Section 3. **Electric Line Technician Progression Plan.** The City reserves the right to set the standards, establish and amend the progression criteria. The City will work cooperatively with the Union to ensure covered employees have a clear path of progression. The Electric Line Technician Progression Plan will be recognized as a Memorandum of Agreement between the City and the Union.

**ARTICLE VII
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.

Section 3. Flex Time: Please refer to Section 5.3 of the City's Employee Policy Manual

Section 4: Training Reimbursement: The employee must remain employed with the City for one year following the completion of the lineman training program. The employee will be required to reimburse the City for all training costs if they elect to voluntarily terminate their employment before the one-year anniversary of the completion of the lineman training program. The City may retain all unpaid earnings, accrued vacation, sick, and holiday time, or any other pay towards the satisfaction of the repayment obligation.

Section 5: 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 VIII 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 positions, and to terminate any new employee whose work performance does not meet expectations.

Section 2. **Duration.** The introductory period shall be six (6) months of employment following an original employment or reemployment with the City. The City and Union may mutually agree to extend an introductory period. A newly hired introductory employee may be terminated at any time, with or without cause, during the introductory period. The City will notify the Union of any work performance issues that could result in discipline up to and including termination.

Section 3. **Promotional Appointments.** An introductory period of six (6) months shall be used in connection with promotional appointments in the same manner as it is used for original entrance appointments. If a person is removed during his or her introductory period following a promotion, he or she shall be entitled to reemployment rights in his or her former class, if a position is available. The City and Union may mutually agree to extend a promotional introductory period.

Section 4. **Introductory Evaluation.** Performance evaluations are to be conducted at three (3) months of employment, and thereafter annually. Employees may be required to complete a self-appraisal as a part of the overall performance review process. Before the end of the introductory period, the Electric Superintendent shall indicate in writing to the Director of Public Works:

- (a) that he or she has discussed with the employee the employee's accomplishments, failures, strengths and weaknesses;
- (b) whether the employee is meeting expectations of the job description;
- (c) whether the employee should be retained in the position;
- (d) whether the employee, if a new appointee, should be dismissed; or
- (e) whether the employee, if on an introductory period, following a promotion, should be reinstated in his or her former class, if a position is available.

Section 5. **Vacation.** During the introductory period, vacation will only be approved for an emergency and must have the approval of the Electric Director.

Section 6. **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 IX 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:

- (a) Discharge for just cause;
- (b) Resignation or Retirement;
- (c) Layoff or Leave of Absence for more than twelve (12) months; and
- (d) 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.

ARTICLE X 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. 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 Superintendent to discuss and attempt to resolve the grievance. The Superintendent shall discuss the grievance with the employee and shall reply to the employee 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 eight o'clock in the forenoon and four o'clock in the afternoon.

Section 3. If, after receipt of the decision of the Superintendent, 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 Electric Director 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 Electric Director 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 Electric Director or designee shall respond to the employee in writing.

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

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

Section 6. If, after receipt of the written decision of the City Manager 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 City Manager or designee or expiration of the time for the rendering of such decision.

Section 7. 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 8. 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 9. The Union shall be presumed to be the authorized representative of all members of the bargaining unit in grievance proceedings.

Section 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.

Section 11. All time periods listed in this grievance procedure may be extended by mutual agreement of the Union and the City.

Section 12. An unsatisfactory performance evaluation can be appealed through the grievance procedure. The City Manager will respond in writing within five (5) business days of the conclusion of the meeting and this decision will be final.

**ARTICLE XI
NON-DISCRIMINATION**

Section 1. **No Discrimination.** In the administration of this Agreement, neither the City nor the Union shall discriminate against any employee because of that employee's race, color, sex, religion, national origin, genetic information, gender identity and expression, sexual orientation, political affiliation, age or union membership, or against qualified individuals with a disability.

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

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 and 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 to a prevailing grievant and has no authority to award compensatory, punitive or any monetary damages other than back pay.

Section 5. The City will notify the Union in writing within a reasonable timeframe of all resignations, job vacancies, and hirings.

**ARTICLE XII
HOLIDAYS**

Section 1. The City will grant holiday time off to all employees on all legal holidays officially adopted and approved by the City of Milford Council each calendar year.

Section 2. 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 3. 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 4. 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 5. If an eligible employee works on a recognized holiday, he or she will receive holiday pay plus wages at two (2.0) times their straight-time rate for the hours worked on the holiday.

Section 6. The City will provide to the Union and employees, a list of holidays each year, after approval of the City of Milford Council.

Section 7: When a holiday falls on a Saturday, the preceding Friday will be the observed holiday. When a holiday falls on a Sunday, the following Monday will be the observed holiday.

Section 8: 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 an authorized or approved absence is established to the satisfaction of the Electric Director.

ARTICLE XIII SAFETY AND HEALTH

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 a reasonable and safe work location, and when work is complete, the site area shall be left in a safe and reasonably maintained location.
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.

Section 3. All employees shall be covered under the City's Alcohol & Drug Free Workplace policy, Section 12.5 of the Employee Policy Manual, as amended.

Section 4. All missing, damaged, or unsafe tools will be reported immediately to the Department Supervisor. All requests for tools, equipment and safety items will first be made to the Department Supervisor, but the final decision on purchases will be made by the City Manager.

ARTICLE XIV 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 satisfied all eligibility requirements 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 (1) day during the calendar year, must submit the leave request into the City of Milford timekeeping system by January 31st each year. Requests for vacation time, for periods of 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 days because the employee is not permitted to take his or her vacation days subject to the approval of the Electric Director.

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 to the following schedules:

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 XV SICK LEAVE

Section 1. The City provides paid sick leave benefits to all regular, full-time employees including introductory employees for periods of temporary absence due to illnesses or injuries.

Section 2. Regular, full-time employees (including introductory employees) will accrue sick leave benefits at the rate of 8 hours per month and can accumulate up to a maximum of 1,040 hours.

Section 3. 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 4. 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 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 5. 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 6. 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 7. At the time of termination, accumulated sick leave will be compensated up to 240 hours of sick hours accumulated.

Section 8. Employees will be permitted to participate in any City donated leave program on the same terms and conditions as other City employees, if and when such a program is adopted. If an employee has exhausted all of their available leave and is not eligible for disability benefits, the Electric Director may approve donated sick leave, in accordance with the City's Voluntary Leave Donation Policy covered under Section 10 of the Employee Policy Manual.

**ARTICLE XVI
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 time beyond the time provided. The Department Head 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 XVII
WORK SCHEDULE

Section 1. The normal work week for all employees is forty (40.0) hours a week. The normal work week shall begin on Sunday 7:00 a.m. through the following Sunday 6:59 a.m.

Section 2. Supervisors will advise all employees of the times their schedules will normally begin and end. Except in the case of emergency, the Employer shall give the affected employees at least twenty-four (24) hours' notice of a change in schedule.

Section 3. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variation in the total hours that may be scheduled each day and week.

ARTICLE XVIII OVERTIME

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.

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

Section 4. Regular hours worked in excess of forty (40) hours in the work week or eight (8) hours in a day 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. Emergency line work performed during an emergency on another Utility property, Municipal or otherwise, outside the State of Delaware, will be paid at one and one-half times his or her straight time rate for the hours worked. Travel time will be paid in accordance with the Fair Labor Standards Act (FLSA) regulations.

ARTICLE XIX
ON-CALL PAY

Section 1. Employees shall be required to be available for on-call duty when directed. An on-call schedule shall be prepared and distributed in December for the upcoming calendar year. The schedule shall distribute on-call responsibilities as evenly as possible. Employees shall be assigned on-call responsibilities for a week at a time.

Section 2. Meter Technicians shall receive one (1) hour of straight time pay for each day of on-call duty performed Monday through Friday and two (2) hours of straight time pay for each day of call duty performed on a Saturday, Sunday or City observed holiday. All other employees shall receive two (2) hours straight time pay for each day of on-call duty. Time spent on-call shall not be considered as time worked for purposes of determining eligibility for overtime pay.

Section 3. Employees shall respond within 40 minutes to their assigned reporting facility when called in to work. Employees shall promptly notify their supervisor if they cannot safely respond within 40 minutes.

Section 4. Employees unable to take their on-call for any part of a day are required to find a replacement and have that replacement approved by their direct supervisor(s). The replacement will take the on-call for the entire day and receive the on-call hours of straight time for that day, instead of the scheduled employee.

ARTICLE XX
LUNCH AND BREAK PERIODS

Section 1. All regular, full-time employees working 7.5 hours or more in a day, as designated by State of Delaware Labor Law, will be provided with one half hour unpaid lunch break, each regularly scheduled day. Meal breaks will be given sometime after the first four hours of work or before the last two hours of work as designated by the Department Director / Superintendent / supervisor. Employees will be relieved of all active responsibilities and restrictions during meal period and will not be compensated for that time.

Section 2. Each employee is normally entitled to two (2) paid fifteen (15) minute breaks per work day, which shall be taken separately unless authorized in advance by the Department Director / Superintendent / supervisor to use to extend the one-half hour unpaid lunch break. Breaks are subject to the discretion and approval of the Department Director / Superintendent / supervisor, depending on, but not limited to, staffing levels, level of work and temporary fluctuations in workload. Break periods must be used as assigned.

**ARTICLE XXI
ALLOWANCES**

Section 1. The City shall furnish a meal to any employee who is requested to and does work more than 10 continuous hours. If overtime work continues past the first meal, a meal will be provided at 5-hour intervals. In the event the City does not furnish a meal, the City shall reimburse the employee, up to \$15 for any meal purchased and consumed by the Employee.

Section 2. Flame Resistant (FR) Clothing Allowance

Electric Line Technicians-\$2,850

Meter Technicians-\$2,000

The Flame Resistant (FR) Clothing Allowance will be renewed July 1st of each year.

Section 3: The City will purchase or reimburse the purchase of safety work boots up to a maximum price of \$160.00 for each employee covered under this agreement. All safety work boots are required to be rated for electrical hazard. The Safety Work Boots allowance will be renewed July 1st of each year.

ARTICLE XXII
CALL-IN

Section 1. An emergency call-in is defined as an unscheduled request made to an employee by an appropriate management official or his or her designee and an automated system for an employee to return to work due to unforeseen or emergency work after such employee has left the building or work location at the end of his or her regular shift and before the beginning of the next regularly scheduled shift.

Section 2. An employee who is called back to work outside his or her normal work schedule shall be paid for the time worked or a minimum of two (2) hours, whichever is greater.

Section 3. Time worked as a result of a call-in shall be considered as time worked for purposes of calculating overtime.

**ARTICLE XXIII
WAGES**

The regular salaries of all employees shall be in accordance with schedules set forth in **Exhibit A, Exhibit B, and Exhibit C.**

Year 1: July 1, 2024, A general wage increase will be shown for all employees in the Fiscal Year 2025 (Wage Scale). Employees in the positions of Electric Line Technician, First Class, Electric Line Technician, Crew Leader, Electric Line Technician, Troubleperson, Meter Technician I, and Meter Technician II who are not at the top step for their position shall receive a 1-step merit increase on the pay period following their service anniversary date with City, and after receipt of a satisfactory performance evaluation, and at least 12 months at their current rate.

Employees in the positions of Electric Ground Technician, Electric Line Technician, Third Class, and Electric Line Technician, Second Class will be moved to the next step for their job position on the 6-month anniversary of their time in-job position, and after receipt of a satisfactory performance evaluation, and at least 6 months at their current rate.

Year 2: July 1, 2025, A general wage increase will be shown for all employees in the Fiscal Year 2025 (Wage Scale). Employees in the positions of Electric Line Technician, First Class, Electric Line Technician, Crew Leader, Electric Line Technician, Troubleperson, Meter Technician I, and Meter Technician II who are not at the top step for their position shall receive a 1-step merit increase on the pay period following their service anniversary date with City, and after receipt of a satisfactory performance evaluation, and at least 12 months at their current rate.

Employees in the positions of Electric Ground Technician, Electric Line Technician, Third Class, and Electric Line Technician, Second Class will be moved to the next step for their job position on the 6-month anniversary of their time in-job position, and after receipt of a satisfactory performance evaluation, and at least 6 months at their current rate.

Year 3: July 1, 2026, A general wage increase will be shown for all employees in the Fiscal Year 2025 (Wage Scale). Employees in the positions of Electric Line Technician, First Class, Electric Line Technician, Crew Leader, Electric Line Technician, Troubleperson, Meter Technician I, and Meter Technician II who are not at the top step for their position shall receive a 1-step merit increase on the pay period following their service anniversary date with City, and after receipt of a satisfactory performance evaluation, and at least 12 months at their current rate.

Employees in the positions of Electric Ground Technician, Electric Line Technician, Third Class, and Electric Line Technician, Second Class will be moved to the next step for their job position on the 6-month anniversary of their time in-job position, and after receipt of a satisfactory performance evaluation, and at least 6 months at their current rate.

ARTICLE XXIV INSURANCE

Section 1. Full-time 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 XXV
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.

ARTICLE XXVI
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 XXVII
SUBCONTRACTING**

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

Section 2. The City's Electrical Department agrees to notify the Local Union of any requests for pricing (RFP) on any project associated with work being performed on outside electrical construction or maintenance projects in accordance with the City's purchasing policy.

ARTICLE XXVII-II REST PERIODS

Section 1. If an employee has worked for eight hours or more during the 16-hour period immediately preceding the beginning of the employee's regular work hours on a workday, such employee shall be entitled to a rest period of eight consecutive hours on the completion of such work including any entitled mealtime or travel time from work with the exception of a declared emergency.

(a) If the eight-hour rest period in whole or in part overlaps the employee's regular work hours, the employee will receive pay at the straight time rate for the extent of the overlap.

(b) If the employee is called back to work during his/her 8-hour rest period, a new rest period will commence at the conclusion of such work.

(c) If the rest period overlaps the employee's regular work hours but does not extend into the second half of the employee's workday, the employee may be excused from reporting for work by the Electric Director until the beginning of the second half of the employee's workday, and in such event the employee will be paid for the time between the expiration of the rest period and the end of the first half of such workday.

(d) If the rest period extends into the second half of the employee's workday, the employee may be excused from reporting for work by the Electric Director until the following workday, and in such event the employee will be paid for the time between the expiration of the rest period and the employee's regular quitting time on such day.

(e) In the application of the foregoing, an employee, unless otherwise instructed, shall be deemed to be excused from reporting to work for the period between the end of the employee's rest period and the reporting time as designated by the Electric Director.

(f) An employee entitled to a rest period hereunder may nevertheless be required to work during regular work hours on a workday without having had a rest period of eight consecutive hours, in which event the employee shall be paid at two times the straight rate of pay for all work performed until the employee has been relieved from duty for at least eight consecutive hours.

**ARTICLE XXVIII
TRAINING MEETING**

Section 1. The parties agree to meet and discuss training and career development programs for employees covered by this Agreement, including but not limited to, Union-sponsored training programs such as OSHE. The meeting will take place in Milford within 60 days of the ratification of this Agreement by the membership and approval by City of Milford Council.

**ARTICLE XXIX
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 XXX
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.

ARTICLE XXXI
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.

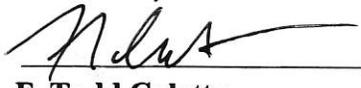
Section 3. This Agreement may be amended only by the mutual written agreement of the parties.

ARTICLE XXXII
TERM OF AGREEMENT

Section 1. The terms of this Agreement become effective upon the signing hereof, except where otherwise noted, and the duration of this Agreement shall extend through June 30, 2027, 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 IBEW International President and City of Milford Council,

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this 26 day of, July, 2024.



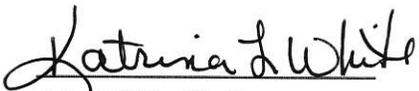
F. Todd Culotta,
Mayor, City of Milford

Dated: 7/26/24



Richard Muttik
Business Manager, IBEW Local 126

Dated: 7/15/24



Attest/City Clerk

Dated: 7/26/24

EXHIBIT A

2025 WAGE SCALE

Step = 1.015

FY 24-25 Effective 7/1/2024	Electric Division	Electric Division	Electric Division	Electric Division	Electric & Technical Services Divisions	Technical Services Division	Technical Services Division
	Ground Tech	Line Tech 3rd CL	Line Tech 2nd CL	Line Tech 1st CL	Trbl Svs Tech FCLT Crew Ldr	Meter Tech I	Meter Tech II
Steps	Step = % Increase (1.5%)	Step = % Increase (1.5%)	Step = % Increase (1.5%)				
1	29.00	40.42	44.43	48.78	51.22	29.81	23.72
2	29.44	41.03	45.10	49.51	51.99	30.26	24.08
3	29.88	41.64	45.77	50.26	52.77	30.71	24.44
4	30.32	42.27	46.46	51.01	53.56	31.17	24.80
5				51.78	54.36	31.64	25.18
6				52.55	55.18	32.11	25.55
7				53.34	56.01	32.60	25.94
8				54.14	56.85	33.08	26.33
9				54.95	57.70	33.58	26.72
10				55.78	58.57	34.08	27.12
11						34.60	27.53
12						35.11	27.94

*Promotion: Employee will be placed at the step, for the new position, nearest to the rate of a 5% promotion increase.

EXHIBIT B

2026 WAGE SCALE

Step = 1.015

FY 25-26 Effective 7/1/2025	Electric Division	Electric Division	Electric Division	Electric Division	Electric & Technical Services Divisions	Technical Services Division	Technical Services Division
	Ground Tech	Line Tech 3rd CL	Line Tech 2nd CL	Line Tech 1st CL	Trbl Svs Tech FCLT Crew Ldr	Meter Tech I	Meter Tech II
Steps	Step = % Increase (1.5%)	Step = % Increase (1.5%)	Step = % Increase (1.5%)				
1	29.00	36.72	44.43	50.00	52.50	30.56	24.31
2	29.44	37.27	45.10	50.75	53.29	31.01	24.68
3	29.88	41.64	45.77	51.51	54.09	31.48	25.05
4	30.32	42.27	46.46	52.29	54.90	31.95	25.42
5				53.07	55.72	32.43	25.80
6				53.87	56.56	32.92	26.19
7				54.67	57.41	33.41	26.58
8				55.49	58.27	33.91	26.98
9				56.33	59.14	34.42	27.39
10				57.17	60.03	34.94	27.80
11						35.46	28.22
12						35.99	28.64

*Promotion: Employee will be placed at the step, for the new position, nearest to the rate of a 5% promotion increase.

EXHIBIT C

2027 WAGE SCALE

Step = 1.015

FY 26-27	Electric Division Ground Tech	Electric Division Line Tech 3rd CL	Electric Division Line Tech 2nd CL	Electric Division Line Tech 1st CL	Electric & Technical Services Divisions Tribl Svs Tech FCLT Crew Ldr	Technical Services Division Meter Tech I	Technical Services Division Meter Tech II
Steps	Step = % Increase (1.5%)	Step = % Increase (1.5%)	Step = % Increase (1.2%)	Step = % Increase (1.5%)	Step = % Increase (1.5%)	Step = % Increase (1.5%)	Step = % Increase (1.5%)
1	29.00	36.72	44.43	51.25	53.81	31.32	24.92
2	29.44	37.27	45.10	52.02	54.62	31.79	25.29
3	29.88	37.83	45.77	52.80	55.44	32.27	25.67
4	30.32	38.40	46.46	53.59	56.27	32.75	26.06
5				54.40	57.12	33.24	26.45
6				55.21	57.97	33.74	26.85
7				56.04	58.84	34.25	27.25
8				56.88	59.73	34.76	27.66
9				57.74	60.62	35.28	28.07
10				58.60	61.53	35.81	28.49
11						36.35	28.92
12						36.89	29.36

*Promotion: Employees will be placed at the step, for the new position, nearest to the rate of a 5% promotion increase.