

AGREEMENT
BETWEEN
KENT COUNTY LEVY COURT
AND
THE COMMUNICATIONS WORKERS OF AMERICA
AFL-CIO
AND ITS' AFFILIATE
Local 13101

2023 -2026

AGREEMENT INDEX

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PREAMBLE

This Agreement, was made and entered into on December 20, 2022, by and between Kent County Levy Court, of the State of Delaware (hereinafter referred to as the "employer" or the "County" and the Communications Workers of America AFL-CIO and its affiliate Local 13101 (hereinafter referred to as the "union" or "CWA", and replaces in its entirety the agreement dated February 18, 2020, effective January 1, 2020, to December 31, 2022, which succeeded the agreement dated June 23, 2015, effective January 1, 2015, to December 31, 2019, which succeeded the agreement dated June 28, 2011, effective January 1, 2009, to December 31, 2014, which succeeded the agreement dated March 22, 2005, effective January 1, 2005 to December 31, 2008 and the temporary one-year extensions dated August 11, 2009 and June 29, 2010, which succeeded the agreement dated October 9, 2001, effective July 1, 2001 to December 31, 2004, which succeeded the agreement dated July 13, 1999, effective July 1, 1999 to June 30, 2001, which succeeded the agreement dated October 3, 1996, effective July 1, 1995 to June 30, 1999. The term of this Agreement will be from January 1, 2023, to December 31, 2026. Any and all funding required in order to carry out the terms of this Agreement shall be appropriated from the Kent County Sewer Fund only.

ARTICLE 1
RECOGNITION

1.1 The employer recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and conditions of employment.

1.2 In accordance with the Certification of the Public Employment Relations Board petition # 95-01-110, dated March 9, 1995, the bargaining unit is defined as, and the term "employee" as used herein, shall include all production and maintenance hourly employees; including: Maintenance Mechanics, Electricians, Equipment Operators, Lab Technicians, Supply Specialists, all Plant Operators, and all other production and maintenance, non-supervisory hourly employees of the Kent County Wastewater Treatment Facility.

1.3 Excluded from the bargaining unit are the Maintenance Foreman, Operations Foreman, and clerical staff of the Division of Wastewater Facilities in the Department of Public Works.

1.4 If an existing "included" employee is promoted to a supervisory position by means of regrading and reclassification, that employee will then be "excluded."

1.5 The classifications of Job Titles used above are for descriptive purposes only. Their use is neither an indication, nor a guarantee that these classifications or titles will continue to be utilized by the County.

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1.6 New positions created after the date of this agreement shall be included or excluded from the bargaining unit by agreement between the employer and the union, using the above bargaining unit definition as a guide. In the event of a dispute, either employer or union may petition PERB for determination of inclusion or exclusion within the unit.

ARTICLE 2
PURPOSE

2.1 It is the purpose of this Agreement to promote and ensure harmonious relations, cooperation and understanding between the Employer and the employees covered hereby, and to establish standards of wages, hours, working conditions, and other conditions of employment to the extent permitted by law.

ARTICLE 3
UNION REPRESENTATION

3.1 A duly authorized, non-County employee, representative of the International Union, designated in writing, after 24 hours advance notice to the Personnel Director and the Supervisor in charge, shall be admitted to the premises during reasonable business hours, for the purpose of ascertaining compliance with this Agreement. The Union representative shall state the purpose of his visit. Such visits shall not be permitted to interfere with, hamper or obstruct normal operations. The employer may schedule a mutually agreeable time for such visits, and reserves the right to have a representative of the employer accompany the Union Representative while on the premises. Union membership meetings shall not be held at the Kent County Wastewater Treatment Plant, unless specifically authorized by the Personnel Director for a specific mutually beneficial purpose.

3.2 The employer agrees to recognize one (1) Chief Steward and two (2) Stewards, one for each of the following areas: Operations/Laboratory and Maintenance/Inventory. The County shall not deny the Union the right to have one employee leave his/her job to attend out of plant Union meetings or conventions provided that seventy-two (72) hours advance notice is given. Such leave shall be unpaid and not to exceed a combined total for all employees of seven (7) days per calendar year.

3.3 A written list of the Stewards, Local Union President, Treasurer, and other Officers of the Union shall be furnished to the Personnel Director on June 1st of each year, and the Union shall notify the Personnel Director in writing of any changes in such positions.

ARTICLE 4
DISCRIMINATION & HARASSMENT PREVENTION

4.1 The County and the Union agree not to discriminate against any employee on the basis of race, creed, color, sex, religion, national origin, physical disability, age, pregnancy, sexual

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orientation, gender identity, genetic information, political affiliation or Union membership.

4.2 Sexual harassment is prohibited and will not be tolerated by the County or the Union. Sexual harassment is defined as the deliberate or repeated unwelcome sexual advances, request for sexual favors, and other verbal comments or physical conduct of a sexual nature when:

- 4.2a The employee reasonably feels that submission or putting up with such conduct is an expressed or implied term or condition of employment;
- 4.2b The employee reasonably feels that submission or rejection of such conduct becomes the basis for employment decisions affecting that individual; or
- 4.2c The conduct has the purpose or effect of unreasonably interfering with an individual's work or creating an intimidating, hostile, or offensive work environment.

4.3 Employees who feel they have been subjected to sexual harassment or other prohibited forms of harassment should advise the offender that the conduct is unwelcome. If the conduct continues or the offender is unknown, the employee shall contact the Department Head and/or Personnel Director to file a complaint within three (3) working days of the offense. Witnesses to sexual or other harassment also have an obligation to contact the Department Head and/or Personnel Director within three (3) working days. Upon receipt of a complaint or his/her own observation, the Personnel Director or designee shall fully and confidentially investigate the allegations, prepare a written report, and make a recommendation regarding appropriate resolution and disciplinary action. The seriousness of this offense shall permit the Department Head or Personnel Director to impose such discipline as he/she deems appropriate to include among others transfer, reassignment, suspension, or termination without regard to seniority or other limiting provision in this agreement. Employees shall be fully protected from retaliation for their cooperation.

4.4 Vulgar language and/or related conduct is prohibited and shall result in immediate disciplinary action. Employees observing or the victim of vulgar or obscene language or conduct should immediately report the incident to the Personnel Director.

ARTICLE 5
SENIORITY

5.1 Seniority is defined as the length of service of any employee covered by this agreement, starting with the employee's original date of hire with the County. The principle of seniority is recognized as indicated only by the specific provisions of this contract.

5.2 Where applicable, as indicated in this agreement, Work Unit Seniority shall be defined as the length of service an employee has in the Work Unit to which the employee is currently assigned

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within the Division of Wastewater Facilities.

5.3 An employee's seniority shall not be reduced by time spent on leave of absence (authorized by the Personnel Director) or lay off of up to twelve (12) consecutive months.

5.4 Employees covered by this agreement shall lose all seniority for the following reasons:

5.4a Discharge for just cause;

5.4b Resignation or retirement (see 5.5 for exception);

5.4c Having been on layoff or leave of absence for a period of more than twelve (12) consecutive months; unless extended by mutual agreement between the parties (see 5.5 for exception);

5.4d Failure to return to work on the date specified in a notice of recall (see 5.5 for exception); or

5.5 If an employee covered under this collective bargaining agreement returns from layoff of more than twelve (12) consecutive months or returns from retirement, he /she shall have his/her original seniority date reinstated minus time spent off the payroll.

ARTICLE 6
GRIEVANCE PROCEDURE

6.1 Any grievance, defined as a dispute between a non-probationary full time bargaining unit member, group of members or the union and the County or its agent, limited to the violation of an express provision of this agreement shall be acted upon in the manner described below. The process of grieving an issue is not grounds to refuse to perform duties unless there is a real and immediate threat to life or limb, and shall not interfere with the operation of the plant.

6.2 Time limits at each level of the grievance procedure may be extended by mutual consent in writing. Failure of those in authority to make a timely response or request a delay will permit an employee and/or Union, as appropriate, to process the grievance to the next step of the procedure. Failure to observe the time limits shall nullify the grievance. A working day is defined as Monday through Friday exclusive of Holidays observed by the County.

6.2a *Step 1.* The aggrieved member, who may be assisted by an appropriate Union Steward, shall discuss the grievance in person with the immediate Supervisor within ten (10) working days of the date of the occurrence or the member's knowledge thereof. The Supervisor shall attempt to adjust the matter and shall respond in writing to the grievant within five (5) working days thereafter.

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6.2b *Step 2.* If, after the decision of the Supervisor, the grievant or the Union is of the opinion that the grievance has not been satisfactorily resolved, the Union, may, within ten (10) working days after the immediate Supervisor's response is due, appeal in writing to the Department Head, who shall respond to the grievant and the Union in writing within ten (10) working days.

6.2c *Step 3.* If, after the decision of the Department Head, the grievant or the Union is of the opinion that the grievance has not been satisfactorily resolved, the Union, may, by written appeal within ten (10) working days after the Department Head's response is due, file the grievance with the Personnel Director, who shall respond to the grievant and the Union in writing within ten (10) working days.

6.2d *Step 4.* If, after the decision of the Personnel Director, the grievance has not been satisfactorily resolved, the Union may within 30 days appeal a non-disciplinary matter to a neutral arbitrator from the geographical area.

6.2d(1) The Arbitrator shall be selected from the membership of the American Arbitration Association by mutual agreement of the County and the Union and must reside in the geographical area in order to limit travel expenses. In the event the parties cannot agree on a selection within ten (10) working days after the list of names has been received from the American Arbitration Association, such arbitrator residing in the geographic area shall be selected under the Voluntary Labor Arbitration Rules of the American Arbitration Association.

6.2d(2) The decision of the Arbitrator shall be final and binding on the parties, and the Arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of testimony and argument. If the grievance is covered by law or statute, or not covered by the express provisions of this agreement, the Arbitrator shall refer the grievance back to the parties without decision or recommendation.

6.2d(3) The arbitration award shall be in writing and shall set forth the Arbitrator's opinion and conclusion on the issue(s) submitted. The Arbitrator shall limit the decision strictly to the application and interpretation of the express provisions of this agreement on the specific issue(s) grieved in writing and shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this agreement. The Arbitrator is not permitted to make any decision contrary to, or inconsistent with, or modifying or varying in any way the terms of this agreement, laws, or rules or regulations having the force and effect of law. The Arbitrator is not permitted to adjust any disciplinary action or establish or change any salary or the job content of any classification or modification of any wage schedule.

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6.2d(4) In grievances involving any continuing or other money claim against the County, no award shall be made by the Arbitrator, which shall allow any alleged accruals prior to the date when such grievance was timely presented in writing to the County, except in a case where the employee or the Union could not have known there were grounds for such a claim. In such cases, retroactive claims shall be limited to a period of thirty (30) calendar days prior to the date the grievance was first filed in writing.

6.2d(5) The fee for the Arbitrator’s service and expenses, the administration fee of the American Arbitration Association, and costs of the proceeding shall be borne equally by the County and the Union. If either party desires a verbatim record to be made, it shall pay for the record and supply the Arbitrator with a copy. Should the other party desire a copy(s) it can be obtained at the cost of the copy or copies desired.

6.3 The written appeal, in letter format or other mutually agreed upon form, with signature(s) and employee/union contact information, shall clearly state what section(s) of the agreement has been violated, how the action(s) being grieved violated the identified provision(s), the date(s) of violation, and the specific parties involved in the dispute prompting the grievance. In each of the above steps, the written appeal must be delivered to the party to which the appeal is taken within the time period prescribed. If deemed necessary, discussions/meetings to resolve a timely submitted grievance should be held within five (5) working days of receipt in order to respond within the prescribed number of days, but if the responsible County authority fails to conduct such discussion/meeting and/or respond in writing within the required timeframe, the employee and/or the Union, as appropriate, may immediately file the written grievance to the next step.

ARTICLE 7
HOURS OF WORK & OVERTIME

7.1 The standard work week will be forty (40) hours, and shall be paid for at the straight time rates of pay hereinafter provided. Th work week shall be that which is followed by other County employees and shall have at least two consecutive days off, except in cases of an emergency.

7.2 The following shall be the normal weekday shifts during which employees shall remain fully engaged in the work process and committed to completion of assigned tasks until properly relieved:

OPERATIONS/LAB/BIOSOLIDS:	1st Shift:	6:00 AM - 2:30 PM
	2nd Shift:	2:20 PM - 10:20 PM
	3rd Shift:	10:10 PM - 6:10 AM

MAINTENANCE/INVENTORY: Regular week 7:00 AM - 3:30 PM

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7.3 These times may be adjusted for ten (10) hour shifts or combination of both of 8- and 10-hour shifts. Shift starting/finishing times may be adjusted at the discretion of the Department Head. Adjustments of more than one-hour from the established shift times will be by mutual agreement, except in cases of an emergency. To complete an ongoing special project, an adjustment of up to three hours may be made without mutual agreement.

7.4 Overtime will be computed as follows:

7.4a Time and one-half for all hours worked in excess of forty (40) per week.

7.4b Hours worked on Holidays will be paid at two times straight rate.

7.4c Holidays and vacation shall not reduce an employee's overtime computation.

7.4d Employees responding to a designated emergency as determined by the Department Head shall not have the overtime computation reduced by any vacation time taken during the same work week.

7.5 All employees except those on 2nd and 3rd shifts, shall have a one-half hour unpaid lunch break. Operations personnel on the 2nd and 3rd shifts shall remain on duty through their scheduled shift, including a one-half hour meal period.

7.6 All employees shall be entitled to two (2) fifteen (15) minute rest breaks during their normal daily work schedule. Breaks will be provided consistent with County policy. If the normal workday is adjusted due to tardiness, sick or personal leave, or vacation, the supervisor may adjust the scheduled break periods accordingly.

7.7 An employee may request in advance in writing compensatory time off in lieu of payment for hours worked overtime. The Personnel Director may authorize payment of some, or all accumulated compensatory time at his/her discretion and may suspend accrual of compensatory time for individual or all employees in favor of payment for hours worked overtime.

ARTICLE 8
PROBATIONARY EMPLOYEES

8.1 New employees hired by the County shall be on a probationary period for the first six (6) months of their employment and work the 1st shift or similar schedule to maximize training/supervision. The six-month probationary period for new employees may be extended to twelve (12) months at the sole discretion of the County.

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8.2 The work and conduct of probationary new hires shall be subject to close scrutiny and evaluation, and if found to be below standards satisfactory to the Department Head, the probationer may be discharged, reduced in grade or rank, or replaced on the eligible list by the Personnel Director. Such removal or demotion may occur at any time during the probationary period and shall not be grievable or subject to review or appeal.

8.3 During a new hire's probationary period, and any extension thereof, the County may discharge or discipline the employee and the discharge or disciplinary action taken shall not be grievable. After the successful completion of the probationary period, the employee shall be credited with seniority as of the date of hire.

ARTICLE 9
DISCIPLINARY ACTIONS

9.1 The County shall not suspend, discharge or take other disciplinary action resulting in lost wages against an employee without just cause. Any discipline imposed upon an employee or member by the County shall be in accordance with Chapter 68 of the Kent County Code (Personnel Policy) in effect at the time and consistent with this agreement and shall not be subject to Article 6. Employees/members are required to be truthful during investigations and are entitled to have a union representative or co-worker present at any meeting which may result in disciplinary action.

9.2 Employees/members are expressly permitted to have a union representative and/or legal counsel present at any disciplinary proceeding or hearing.

ARTICLE 10
SICK LEAVE

10.1 Sick leave shall be granted to employees for the following reasons: 1) personal illness or physical incapacity resulting from causes beyond the employee's control; 2) illness in the household of the employee requiring quarantine as certified by a physician or public health officer; 3) medical, dental, or optical appointments which cannot be scheduled for after duty hours; 4) illness requiring intensive care of a member of the immediate family (limited to 32 intermittent hours per calendar year and/or the maximum provided under FMLA rules).

10.2 Family Medical Leave Act provisions shall be administered per County policy.

10.3 Employees shall accrue sick leave at the rate of 10.00 hours per full month of service. Unused sick leave may be accumulated up to a maximum of 120 working days. Employees at or achieving the maximum of 120 workdays of sick leave shall be credited one day of vacation leave in lieu of each 24 hours of sick leave normally accrued. Full time employees achieving perfect attendance during any one calendar year shall be credited with one additional day of personal leave for the following year.

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10.4 In the event of extended illness beyond accumulated sick leave and vacation, an employee may submit to the Personnel Director a request for an extension of sick leave at one-half pay up to fifteen (15) days. Such a request must be in writing and must be accompanied with supportive statements from a licensed practicing physician. The Personnel Director may approve such a request if, in his/her opinion, the previous service of the employee warrants favorable consideration, and if medical statements indicate that the employee will be able to return to work at the end of the extension period. An employee may, for a period following return from sick leave, work on a part-time basis if approved by the Personnel Director in advance. Compensation will be for time actually worked. All advanced sick time must be paid back as new time accrues.

10.5 After an absence of three (3) consecutive working days, the employee shall be required to present a statement from a licensed practicing physician certifying that the employee's condition prevented him/her from performing the duties of his/her position. Sick leave in excess of three (3) days without a physician's statement shall be charged to accrued vacation, unless waived by the Personnel Director. An employee may be required to present a statement from a licensed practicing physician for absences less than three (3) consecutive working days, if the Personnel Director, Division Manager, or Department Head suspect abuse of sick leave.

10.6 An employee who is absent the day prior to, day of (if scheduled to work), or the day after a legal holiday shall be required to provide the Division Manager, Department Head or Personnel Director with a statement from a licensed practicing physician certifying that the employee's physical condition prevented him/her from performing the duties of his/her position, unless waived by the Personnel Director.

10.7 An employee who is absent the last scheduled workday preceding a vacation or on the first scheduled workday immediately after vacation leave shall be required to provide the Division Manager, Department Head or Personnel Director with a statement from a licensed practicing physician certifying that the employee's physical condition prevented him/her from performing the duties of his/her position on missed workday, unless waived by the Personnel Director.

10.8 When absent on sick leave, it is the responsibility of the employee to promptly report his/her inability to be on duty. Failure by an employee to notify the Supervisor or Division Manager at least one (1) hour prior to the time established for beginning his/her duties may result in loss of pay for that day and/or other appropriate disciplinary action.

10.9 Absence for a fraction of a day that is chargeable to sick leave in accordance with these provisions shall be charged in increments not smaller than fifteen (15) minutes.

10.10 Sick leave entitlement shall include any accumulation and the days earned in the current year in which the illness occurs, computed as of the first day of illness. Sick leave shall be used concurrently with any allowable absence mandated by the federal Family and Medical Leave Act of

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1993, as amended.

10.11 An employee absent without accumulated leave or FMLA leave to cover the absence, whether or not supported by a statement from a licensed practicing physician, shall be subject to written reprimand for the first offense and termination for any subsequent absence without leave.

10.12 Upon retirement from active service, layoff, or in the event of death, the employee or his/her estate will be compensated for 50 percent of unused sick hours to a maximum of 60 working days. If an employee leaves service for any other reason, the employee will not be compensated for unused sick leave.

ARTICLE 11
HOLIDAYS

11.1 All employees shall receive eight (8) hours of regular straight time pay for each of the following holidays:

New Year's Day
Martin Luther King Day
Presidents Day
Good Friday
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Day after Christmas
Election Day (in even numbered years)
Other future official County holidays

11.2 In order to qualify for Holiday pay, an employee who is not scheduled to work on the actual observed date of the holiday will be required to have worked on the last scheduled workday immediately preceding the holiday, and on the next scheduled workday immediately after the holiday, unless the employee is on an approved absence with pay in accordance with the provisions of this agreement. Additionally, if the employee is scheduled to work on the actual holiday, he/she must work on the holiday to receive the 8-hours of Holiday pay, unless the employee is on an approved absence with pay in accordance with the provisions of this agreement. The requirement to work the scheduled workday immediately preceding or proceeding the Holiday, shall be extended to include the scheduled workday preceding or proceeding any Vacation or Personal Leave which is

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used in conjunction with the Holiday.

11.3 When a holiday falls on a Saturday, the preceding business day shall be considered the holiday. When a holiday falls on a Sunday, the following business day shall be considered the holiday. If efficient operations require services to be performed on any of the above holidays, compensating days off in lieu of Holiday pay may be granted by the Department Head upon the employee's request, provided the compensating holiday(s) is used within the fiscal year accrued and before any accrued vacation. Whenever Christmas or New Year's Day fall on a Saturday or Sunday, any employee actually working shall qualify for an additional compensating day off. When December 25 (Christmas Day) or December 26 (Day after Christmas) fall on a Saturday or Sunday, the holiday(s) shall be observed on the Friday before or the Monday following the holiday.

11.4 Whenever special holidays are declared by the President of Levy Court, employees shall be compensated at their regular rate of pay, plus an additional half pay for those hours worked. Employees may request annually in advance in writing no later than December 31 of each year directed to the Payroll Coordinator, Payroll Administrator, and Personnel Director that in lieu of half pay they receive compensating time off equal to the hours worked. Special holidays or reduced working schedules declared when an employee is on approved or unapproved absence or unaffected by the circumstances demanding a declaration, shall not be substituted with a compensating day off or compensated at time and one half.

11.5 When a holiday occurs for employees normally working a scheduled shift longer than eight (8) hours, the employee may make up the difference in hours by utilizing personal leave, vacation or compensatory time at the employee's option.

ARTICLE 12
PERSONAL LEAVE DAYS

12.1 Permanent full-time employees in the bargaining unit are eligible to take four (4) personal leave days per calendar year for undisclosed reasons, which shall be charged against accrued sick leave. Personal leave days may be used provided: (1) the employee has completed the probation period prior to requesting a personal leave day; (2) the employee has accrued sick leave from which to draw; (3) the employee has applied in writing for a personal leave day to his/her Division Manager or supervisor at least forty-eight (48) hours in advance in writing, except in the case of an extreme emergency. Personal leave days must be used in increments of at least one-half hour. Scheduling of personal leave days requires prior approval by the employer in the employer's sole discretion. All personal leave must be taken during the calendar year accrued. New employees shall receive a prorated allocation for the remainder of the calendar year.

12.2 Individual records of all personal leave days used shall be reported to the Personnel or Payroll Office by the Department Head. Employee personal leave day records shall be maintained by

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the County and open to inspection by the employee upon request.

ARTICLE 13
SHIFT DIFFERENTIAL

13.1 The County will pay a shift differential for the second and third shifts. The second shift will receive a \$0.60 per hour shift differential, and the third shift will receive a \$1.10 per hour shift differential.

13.2 Employees passing a County administered laboratory examination and demonstrating competency in County laboratory procedures on an annual basis will receive a \$0.70 per hour shift differential for the second shift, and a \$1.30 per hour shift differential for the third shift.

ARTICLE 14
HEALTH & SAFETY

14.1 A Committee comprising two (2) members of Management, two (2) members of the Union appointed in advance by the Union President, and a County Safety Officer shall meet at a mutually convenient time on a monthly basis for the sole purpose of discussing health and safety issues at the workplace. The Committee may also meet at the request of either party as special situations arise. The Committee shall make recommendations and/or report its findings to the Department Head. Minutes for the meetings shall be posted on the Bulletin Board for at least seven (7) days.

14.2 Workplace safety is important, and each employee is responsible for performing his or her duties in a manner that protects the safety of himself/herself, coworkers and the public. Whenever an employee observes or recognizes an unsafe or potentially unsafe action or situation, he/she shall take immediate action to prevent the unsafe action or activity from occurring. The employee shall promptly thereafter contact the supervisor, department head, or the Personnel Director to inform one of them of the unsafe situation. Employees failing to perform duties in a safe manner are subject to disciplinary action. Employees taking appropriate, immediate action to prevent an unsafe or potentially unsafe action or activity from occurring shall be fully protected from retaliation by any supervisor(s).

14.3 Recognizing that contagious health hazards can be present at the work site, employees shall periodically be offered the opportunity to avail themselves of certain immunizations provided by the County (when available). The lack of immunization(s) is not grounds for an employee to refuse to perform his/her assigned duties.

ARTICLE 15
WORKPLACE VIOLENCE PREVENTION

15.1 Violence or violent actions on County property or facilities, or while on County business, are

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prohibited and will not be tolerated. Any unlawful violent action committed by employees or members of the public while on County property or while using County facilities will be prosecuted as appropriate.

15.2 In the interest of maintaining a workplace that is safe and free of violence, except as hereinafter provided, possession or use of a firearm or dangerous weapons/instruments is prohibited on County property, in County vehicles, or in any personal vehicle which is used for County business or parked on County property. A dangerous weapon or dangerous instrument at a minimum is defined as any instrument capable of producing bodily harm and used to harm or intimidate another person or that warrants alarm for the safety of another person. A dangerous weapon or dangerous instrument, as defined above, shall include, but not be limited to, knives or any instrument, device or object capable of causing physical harm or mental intimidation to another person.

15.3 Employees are responsible for refraining from acts of violence and for seeking assistance to resolve personal issues that may lead to acts of violence in the workplace; and reporting to their department head and/or supervisor any dangerous or threatening situations that occur or are observed in the workplace. Employees are also encouraged to report any situations that occur outside of the workplace which may affect workplace safety.

ARTICLE 16
SMOKING

16.1 Smoking is prohibited in all County-owned or -controlled buildings or structures and inside all vehicles or equipment.

16.2 Smoking is only permitted in specific areas outside County-owned and -controlled buildings. The County will not incur any expense to make structural or physical modifications to accommodate individual smoking preferences.

16.3 Smoking by employees is limited to permitted breaks and rest periods of short duration or during the scheduled meal period. Lengthy or an excessive number of smoking breaks is prohibited.

16.4 Employees who smoke shall properly dispose of cigarette butts and/or related rubbish and shall be responsible for maintaining smoking areas by regularly policing and disposing of any errant litter. Failure to maintain County property of smoking related litter shall be cause for complete prohibition of smoking on County properties.

ARTICLE 17
BULLETIN BOARD

17.1 The County agrees to provide space on the bulletin board at the Wastewater Treatment Plant

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for the posting of Union notices, as long as such information is not profane, obscene, or defamatory of the County or its representatives or to any individual.

17.2 Such notices shall be approved by the Department Head or Division Manager prior to their posting, and removed after thirty (30) days.

17.3 To the extent that it is not inconsistent with the foregoing, any County policy regulating usage of bulletin boards will apply.

ARTICLE 18
POLICIES & DIRECTIVES

18.1 Unless specifically modified by the provisions of this Agreement, bargaining unit employees shall be subject to the adopted policies, directives and procedures of Kent County, as amended from time to time.

18.2 Such policies, directives and procedures effecting 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 posted on the plant bulletin board. 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.

18.3 In the event that a situation or occurrence arises which is not specifically covered by this agreement, Chapter 68 of the Kent County Code (Personnel Policy) in effect at the time shall govern, if applicable.

ARTICLE 19
UNION SECURITY

19.1 The employer agrees to make payroll deduction of Union membership dues for employees in the bargaining unit who, in writing, authorize the County to do so. The amount of such deductions shall be furnished in writing to the Personnel Director and shall be in uniform amounts. The Union will notify the Personnel Director at least thirty (30) days in advance of any change in the amount of such deductions.

19.2 Once per calendar year, during the month of June, an employee may revoke such dues authorization by submitting a written request to the Personnel Director and the Local Union President. An employee revoking membership dues authorization shall be subject to the Fair Share Fee provisions outlined in this Article.

19.3 No employee as a condition of employment shall be required to join the Union. However, employees choosing not to join may be assessed a Fair Share Fee in accordance with this Article,

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Delaware Code Title 19-1319, and applicable law. Such fees shall not be assessed until the employee has completed six (6) months of employment in the bargaining unit from the date of hire.

19.4 Such Fair Share fees, as established by the Union, shall not exceed eighty-five percent (85%) of the normal membership dues, and will be deducted by the County and remitted to the Union with the same frequency and in the same fashion as normal dues payments.

19.5 The County recognizes that it is within the proper authority of the Union to establish dues and fee amounts. The Union agrees to assume responsibility to ensure full compliance with the requirements laid down by the United States Supreme Court with respect to the Constitutional rights of fee payers. Fee payers may object to the amount of the fee in accordance with the CWA Agency Fee Payer Objection Plan, as approved by the U.S. Department of Labor.

19.6 It is expressly understood that any lawful action taken by the Union to establish or collect a representation fee is solely an action of the Union and is in no way an action on behalf of the County. It is specifically agreed that any dispute regarding the fee provisions set forth above shall not be subject to the grievance procedure.

19.7 The Union shall indemnify and hold the employer harmless against any and all claims, demands, suits, and other forms of liability that may arise out of or by reason of any action taken or not taken by the employer for the purpose of complying with any of the provisions of this article.

19.8 The dues and fees 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 fifteenth (15th) 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 20
CALL-IN PAY & ON-CALL PAY

20.1 Whenever an employee is unexpectedly called into work before or after, but not in conjunction with, his/her normally scheduled shift, he/she will be paid a minimum of two (2) hours at the appropriate rate.

20.2 Employees that are assigned to be “On-Call” for a given week shall receive two (2) hours pay at time and one-half for the first call out per shift. Repeat calls to the same location on an adjoining shift are subject to review by the Supervisor, Division Manager or Department Head, and if dishonesty or carelessness is suspected the two (2) hours minimum pay may be withheld. Call outs within two hours of the end of the employee’s regular shift, and callouts after the first on a particular shift, will be paid at the appropriate rate for all hours actually worked. On-Call is assigned to employees for the purpose of responding to emergencies on weekends, and after regular maintenance

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work hours. Employees assigned to be On-Call during holidays designated in this agreement will continue to report to work.

20.3 In addition to the above provisions, employees that are assigned to be On-Call for the given week shall receive a payment of two hundred forty-five dollars (\$245) for each week the employee is assigned, which may be prorated per day should employees choose to share the assigned days in a given week. Such On-Call pay can be proportioned among two or more employees for the same week, if approved in advance by the supervisor or Division Manager, or if special circumstances – such as illness, make it necessary. Employees on sick leave are not eligible for On-Call pay for the period of absence.

20.4 Insofar as on-call pay is provided to the assigned employee for the timely response to emergencies, such additional compensation shall be forfeited by the employee during any given assignment when an acknowledged departure is not recorded within ten (10) minutes (response upon departure from time call-out received). Each incident requiring more than ten (10) minutes to depart will be reviewed on a case-by-case basis by the Department Head to determine if extenuating circumstances existed which prevented a timely response. If the Department Head determines that on-call pay shall be forfeited for a given week and the employee disagrees, he/she may appeal to the Personnel Director who shall make the final determination. Failure to respond or consistent failure to respond in a timely manner can result in progressive disciplinary action in addition to On-call pay forfeiture.

20.5 Employees who are assigned to be On-Call for a given week shall be provided with a communications device and a County vehicle to facilitate their response to a call out. Return of the County vehicle at the end of an On-Call assignment shall be the responsibility of the employee and is not eligible for compensation. For purposes of clarification, a call-out shall mean physically going to the site of the call out. A telephone call-in which resolves a problem without having to go to the site of the call out does not qualify. Also, for purposes of clarification, departure shall mean the employee has physically departed for the site of the call out. Employees on call shall contact the plant if they are out of radio contact or at a location other than their home where they may be reached by telephone.

20.6 The scheduling of On-Call for the ensuing year shall be determined at the beginning of each calendar year. In order to maintain skills, each eligible and qualified Maintenance section employee must work a minimum of four (4) complete weeks of On-Call assignments. After the minimum number of weeks has been scheduled, the remaining weeks shall be made available for assignment based upon seniority. If on-call work weeks are unclaimed after being posted for a period of one week or become vacant due to termination of employment, open weeks shall be assigned by the Division Manager in equal amounts in reverse order of seniority.

ARTICLE 21
EDUCATION & CERTIFICATION

21.1 Training programs may be made available in order to enable an employee to enhance skills and knowledge required to achieve optimum performance of his/her duties; acquaint an employee with rules, regulations, ordinances, policies, practices, and standards of County service or State and Federal requirements; and/or to provide an employee with appropriate training to develop skills and knowledge required for a position within the same discipline to which he/she may desire to advance.

21.2 To be eligible for reimbursement of a job-related training course, an employee must submit a written request to the immediate supervisor, Division Manager and Department Head, at least two weeks prior to the commencement of a course. The immediate supervisor will evaluate the request within three (3) working days and recommend approval or denial to the Department Head and Personnel Director. If approved, the employee must provide evidence of satisfactory completion ("C" or better or "Pass" in Pass/Fail situation) to the Department Head, at which time the employee will be reimbursed the cost of the course. If circumstances warrant, the Department Head may approve a job-related training course submitted less than two weeks prior to commencement of a course.

21.3 The County will encourage employees to engage in cross training and education to develop and/or improve their understanding of all wastewater treatment components in operation in the facilities, as scheduling and budget considerations permit.

21.4 Employees participating in properly submitted and Department Head approved training courses, sessions, conferences, workshops or seminars, or other similar job enhancement activity shall have normal working hours and specifically approved traveling expenses, lodging expenses, seminar or conference fees, tuition, and similar expenses incurred during such pre-approved activity paid by the County.

21.5 If an employee is reimbursed for such course and resigns his employment with the County within a one-year period from the time of completion of the course, he will reimburse the County for any funds paid for such course.

21.6 Employees achieving professional certification or an advanced educational degree in their field of responsibility shall be eligible for a pay rate increase up to 5% upon completion or award, provided a request was submitted and written approval given by both the department head and the Personnel Director before the course of study or training began. Said pay increase shall be determined as follows:

21.6a Employees earning a Masters' Degree or Doctorate Degree professional certification in a State regulated profession requiring an examination (i.e., C.P.A., P.E., C.P.G., etc.) in his/her current field of employment shall be eligible for a five (5) percent base salary

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increase.

21.6b Employees earning a Bachelors' Degree or certification requiring an examination and continuing education requirements in his/her current field of employment shall be eligible for a four (4) percent base salary increase;

21.6c Employees earning an associate degree in his/her current field of employment or certification in current field of work, but not requiring an examination, shall be eligible for a three (3) percent base salary increase;

21.6d Employees earning a Masters' or Bachelors' Degree in a related field of employment or certification in his/her current field of work without an examination or continuing education requirement, or certification requiring an examination and continuing education requirements in a related field of work, or certification as a user in a program proving proficiency significantly beyond that normally required to perform duties shall be eligible for a two (2) percent base salary increase.

21.6e Employees earning a special designation relevant to one's current field of employment which significantly enhances the employee's ability to perform his/her duties or accrual of 15 training credits earned within a three (3) year period (may be combination of in-house and outside programs, but available to hourly classified employees only) shall be eligible for a one (1) percent base salary increase.

21.7 Documentation sufficient to prove achievement of a degree, certification, or designation shall be required for a higher education or certification award and shall be submitted to the Personnel Director for consideration along with certification of prior approval from the employee's department head.

21.8 For the purposes of this section, Acurrent field of employment shall directly relate to the employee's current position; Arelated field of employment shall closely relate to the employee=s current position.

21.9 Any pay increase permitted under the rating system shall be effective upon approval of the Personnel Director, normally within two weeks of submission, but shall not include any degrees or certifications resulting in a subsequent promotion or required in the position description for the employee's current position. Any retroactive increases shall be limited to the current fiscal year.

21.10 Any employee receiving a pay increase for achieving a certification/designation with continuing education requirements shall annually confirm that said certification/designation remains valid. Any employee failing to report such status or failing to retain/maintain any certification for which a pay increase was previously awarded, shall have his/her current salary reduced by the same percentage pay increase previously awarded retroactive to the date of loss of certification or

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standing.

ARTICLE 22
LICENSE/CERTIFICATION FEES

22.1 Full-time, non-probationary employees are eligible for payment or reimbursement of professional license(s) or certification(s) renewal fees up to a maximum of \$300 per employee per fiscal year, provided the employee's position description requires such license (including the cost difference between a regular motor vehicle operator's license and a Commercial Driver License) or certification.

22.2 Existing employees embarking on a course of study to achieve a job-related professional license or certification shall be eligible for payment or reimbursement of the initial license or certification, in addition to subsequent renewal fees, related costs, and required continuing education or training courses, provided the course of study was approved in advance by the Department Head and Personnel Director.

22.3 Eligibility for payment or reimbursement is limited to those employees without other financial assistance, such as scholarships or military-service-connected educational benefits. If an employee receives payment or reimbursement under this policy, he/she may not use the license or certification to perform related work or services for personal gain or profit.

22.4 Eligible employees participating in the program and terminating employment within one year of payment(s) or reimbursement(s) shall reimburse the County the full amount paid by the County for the license, certification, renewal fee, or associated training/continuing education costs. This amount shall be deducted from the terminating employee's final paycheck. If the amount of the final paycheck is not sufficient to cover the costs, the employee will be required to reimburse the County for the amount due at the time of termination.

22.5 Employees are responsible for maintaining compliance with all job required licenses and certifications and/or those in effect at hire or earned subsequent to hire. If such license or certification expires, is revoked, suspended or otherwise no longer valid, the employee must notify the Division Manager and Personnel Office within 48 hours. If said invalid license or certification is required by law for the performance of work, the employee must promptly inform his/her supervisor in order to avoid statutory or regulatory violation.

ARTICLE 23
LEAVES OF ABSENCE

23.1 An employee may apply for, and the Personnel Director may grant, a leave of absence without pay for personal and/or undisclosed reasons for a period or periods not to exceed thirty (30)

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days in a calendar year. Such leave of absence shall be submitted to the Department Head for consideration by the Personnel Director. Employees must have used all accrued vacation before applying for a personal leave of absence.

23.2 A disability leave of absence without pay may be granted or assigned up to twelve (12) months by the Personnel Director, if the employee's previous service warrants favorable consideration and medical statements indicate the employee is likely to return to work at the completion of the leave and if the employee has some temporary disability, has suffered a work related physical injury, is required to be absent because of physical or mental disability, or if such illness requires the intensive care of a member of his/her immediate family. Such leave of absence shall be submitted to the Department Head for consideration by the Personnel Director.

23.3 Leaves of absence without pay may be granted for up to twelve months if the employee proposes to embark on a course of study or training for improving the quality of his/her service. Such leave shall be subject to the approval of the Department Head and the Personnel Director.

23.4 The County recognizes its obligations under the Federal Family and Medical Leave Act, which supersedes any provisions contained in this Agreement.

23.5 An employee absent from work without sufficient accrued leave or absent without prior approval for leave (vacation, personal leave, approved leave of absence, and FMLA) shall be considered Absent With Out Leave (AWOL) and shall be subject to progressive discipline beginning with a written reprimand unless waived by the Personnel Director due to extenuating circumstances beyond the employee's control.

ARTICLE 24
BEREAVEMENT PAY

24.1 Compassionate leave time of five (5) working days, payable at the employee's regular straight time rate of pay shall be granted to employees upon the death of a lawful spouse, child, stepchild, foster child, parent, or stepparent.

24.2 Compassionate leave time of three (3) days, payable at the employee's regular straight time rate of pay, consisting of the day before, the day of, and the day after the funeral shall be granted to employees upon the death of a member of the immediate family. Immediate family is defined as brother, sister, grandparent, parent-in-law, son-in-law, daughter-in-law, or any relative residing in the same home, or any person with whom the employee has made his/her home, at the time of death. The relationship of in-law ceases at such time as an employee divorces his or her spouse or at such time as the spouse of an employee should die.

24.3 Compassionate leave time of one (1) day payable at the employee's regular straight time rate of pay for the day of the funeral or memorial service, if employee is scheduled to work, shall be

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granted upon the death of a near relative defined as aunt, uncle, niece, nephew, grandparent-in-law, brother-in-law, or sister-in-law. The relationship of in-law ceases at such time as an employee divorces his or her spouse or at such time as the spouse of an employee should die.

24.4 Compassionate leave shall be granted only to employees who actually attend the family member's funeral service. Employees may be required by the Department Head to submit a copy of the family member's death certificate or a statement of attendance from the funeral director.

ARTICLE 25
PERSONNEL FILES

25.1 The County shall, at a reasonable time, upon request of an employee, permit that employee to inspect his or her own personnel files. The employer shall make these records available during the regular business hours of the office where the records are maintained, but may require the employee to inspect such records on his or her own free time. At the County's discretion the employee may be required to file a written form requesting access to the file and indicating the purpose for which the inspection is requested or the particular parts of the personnel record which he or she wishes to inspect, to assist the employer in providing the correct records to meet the employee's need. At the employee's request, his or her Union representative may accompany the employee during the inspection.

25.2 The employee will not be allowed to remove the file from the premises, but shall be permitted to take notes of the file's contents. The employer may require the inspection of the file to take place in the presence of a designated official. The employer shall retain the right to protect the files from loss, damage or alteration. The employer must allow sufficient inspection time, commensurate with the volume content of the file. Except for reasonable cause, the employer may limit inspection to once per calendar year.

25.3 If, upon inspection of the personnel file, an employee disagrees with any of the information contained in his/her file, removal or correction of such information may be agreed upon by the employee and the Personnel Director. If the County does not agree with a request to correct or remove a particular item or piece of information, the employee may submit a written statement explaining his/her position. Such statements shall be maintained as part of the employee's personnel file.

ARTICLE 26
VACATION

26.1 Employees shall accrue paid vacation leave in accordance with the following schedule. All vacation leave will be accrued in hours on a twelve-month schedule.

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- 26.1a 1 month through 4 years of service ----- 10 days per year
- 26.1b 5 through 9 years of service ----- 15 days per year
- 26.1c 10 through 14 years of service ----- 18 days per year
- 26.1d 15 through 19 years of service ----- 21 days per year
- 26.1e 20 through 24 years of service ----- 24 days per year
- 26.1f 25 or more years of service ----- 27 days per year

26.2 Requests for use of vacation time shall be submitted at least one week in advance to the Division Manager on approved forms provided by the Personnel Director. Approval of vacation requests is at the discretion of the Division Manager or in his/her absence the Department Head. In the event that two or more employees are seeking the same time period off, and operational requirements prevent the granting of all requests, preference will be given on the basis of the earliest request, and then on the basis of seniority. Requests with less than one week=s notice may be approved by the Division Manager due to emergency or extenuating circumstances.

26.3 If an employee is terminated, laid off or in the event of death, the employee or his/her estate shall receive payment in full for the accrued amount of vacation as of the date of separation from the payroll. In the event of voluntary resignation, two weeks’ notice of intention to resign is required in order to be eligible for this payment in lieu of vacation.

26.4 The vacation year shall begin and end on the date of hire. Vacation pay shall be at the employee's then current regular straight time rate of pay. A maximum of two hundred and forty (240) hours of vacation leave may be accumulated (after which accrual shall stop), and carried forward from one year to the next.

ARTICLE 27
UNIFORMS & WORK SHOES

27.1 The County shall provide all employees required to wear uniforms with a full complement of uniforms, furnished and cleaned by a uniform service. A full complement of uniforms shall include a set of summer coveralls and two pairs of insulated winter coveralls. Employees shall wear required uniforms, including work shoes purchased by the County, during working hours and in the manner intended.

27.2 Each employee shall initially be permitted two pairs of steel toe work shoes, with the second pair to be worn whenever the first pair is wet or unusable, and thereafter shall be entitled to an annual (fiscal year) shoe allowance for the purchase of up to three pairs of steel toe work shoes as follows:

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- 27.2a OPERATIONS - \$500 per year
- 27.2b MAINTENANCE - \$500 per year
- 27.2c LABORATORY/INVENTORY - \$300 per year

27.3 Such purchases may be made through a purchase order system at selected area merchants, or by the employee furnishing a written receipt for reimbursement. If the Division Manager or Department Head determines that an employee's work shoes are unsafe due to wear or other reason, he/she may require the employee to stop wearing the unsafe work shoes and to promptly purchase a new pair of required work shoes whether or not funds remain in the employee's annual shoe allowance.

27.4 Probationary employees shall be required to wear steel toe work shoes during working hours, but will not be reimbursed the cost of the shoes until the probationary period is successfully completed. Any employee terminating employment within one (1) month of purchasing shoes shall return the new pair of shoes as part of the County owned uniform.

27.5 If an employee is required to wear special protective clothing or protective devices as a condition of employment, such protective clothing or devices shall be furnished by the County without cost to the employee.

27.6 Employees required to wear non-prescription safety glasses shall have such glasses provided by the County, at no cost to the employee.

27.7 Employees regularly working in wet conditions and required to wear rubber safety (steel toe) boots shall have one pair of such boots provided by the County at no cost to the employee.

27.8 Employees are required to exercise due care in the use of County issued safety articles.

27.9 The cost of uniforms and equipment not returned to the County at termination of employment may be deducted from the employee's final paycheck.

ARTICLE 28
MILITARY LEAVE

28.1 Any employee within the bargaining unit who has served the County for more than ninety (90) days who is either inducted or who volunteers for active military service in the U.S. Armed Services, shall be granted a military leave of absence without pay which shall extend for ninety (90) calendar days beyond the termination of compulsory or voluntary service, activation for service, or enlistment, as applicable. Such employee shall be entitled to be restored to the position he/she vacated without loss of seniority, provided application for re-employment is made with the Personnel Director within the ninety (90) day period after honorable discharge from military service and provided he/she is physically and mentally capable of performing satisfactorily in the position.

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28.2 In the event a position vacated by a person entering the Armed Services no longer exists at the time he/she returns to work; such person shall be entitled to be re-employed in another position of the same class in the County service.

28.3 Any full-time permanent employee within the bargaining unit who is a member of the National Guard, or an organized military reserve of the U.S. is entitled to a leave of absence not to exceed a total of twenty 20 working days in any one calendar year for the purpose of military training or special duty. Employees who are serving as obligated members of such military organizations shall receive full pay up to 20 days of military leave of absence for military training. The County shall not be liable for wages beyond this twenty-day period. The employee must request military leave at least ten (10) days prior to the effective date of the leave and submit his/her request to the Department Head and Personnel Director with a copy of orders assigning him/her to active duty for training.

28.4 Military training or special duty leaves of absence shall not be deducted from vacation leave or in any other way result in a loss of seniority, accumulated sick leave, or any of the other benefits provided County employees. Military training regularly scheduled on the weekend may be deducted from vacation leave, annual twenty 20 days of military leave of absence, or taken without pay at the discretion of the employee, if he/she is normally scheduled to work on weekends.

28.5 Any full-time permanent employee within the bargaining unit who is a member of an organized military reserve of the United States or the National Guard and who is ordered to perform emergency duty under the supervision of the U.S. Government or the State, shall be granted a leave of absence during the period of such activity. Any such employee shall receive the pay differential in the amount by which the employee's normal wages, calculated on the basis of a standard work week, exceeds any pay received as a result of performing duty. A copy of the employee's military pay voucher shall be submitted with his/her request for pay differential compensation.

ARTICLE 29
JURY DUTY

29.1 Any employee within the bargaining unit ordered to serve as a juror or witness in a court of law shall be permitted a leave of absence from his/her regular position for this purpose without loss of pay. Employees scheduled to work the third shift shall be afforded a rest period of at least eight (8) hours before a scheduled appearance in a court of law as a juror or witness. Employees are required to return to work, if so scheduled, upon completion of his/her obligation to the court of law.

ARTICLE 30
PROMOTIONS & OPENINGS

30.1 Whenever a vacancy occurs in a position within the bargaining unit, and the employer elects to fill such vacancy, the vacancy (except entry level positions) shall be posted at the major County office buildings including the Wastewater Treatment facility for five (5) business days. Such notice shall contain the Job Title, Job Requirements and Pay Grade.

30.2 Employees who are interested in being considered for the posted position shall submit a written request to his/her Department Head and the Personnel Director identifying the requested position and listing qualifications.

30.3 Selection of personnel for job openings will be made on the basis of skill, knowledge, experience, seniority and ability to perform the required job duties. Evaluation of the applicants will be based on results of a test uniformly administered to all applicants by the Personnel Office, an interview with the Department Head and/or Division Manager, and in the case of promotions, the employee's previous performance evaluations.

30.4 The promotion test shall be objective, validated and judged by the Division Manager or Department Head as relevant to the work to be performed. The test shall be submitted for approval by the Personnel Director. A passing score shall be a prerequisite for proceeding to the interview process. The final score shall be weighted as set forth in Article 30.5 below. The test scores shall be valid for a period of at least six months, with future openings filled from the eligibility list established by applicants passing the exam.

30.5 The weight given each factor in the selection process for existing employees will be as follows:

30.5a	Test	25%
30.5b	Interview	25%
30.5c	Evaluations	25%
30.5d	Qualifications	25%

30.6 When two or more applicants are equally qualified, then preference will be given to the applicant with the greatest seniority.

30.7 The successful applicant will be chosen by the Department Head. If the employer determines that there are no qualified applicants for the position, the employer may hire personnel from the outside.

30.8 Employees promoted to a higher pay grade shall receive the starting salary of the position or up to an eight percent (8%) pay/salary increase, whichever is greater. A promoted employee will

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hold such position on a probationary status for six (6) months, which may be extended to twelve months at the discretion of the County, and up to eighteen (18) months by mutual agreement of the parties, during which time said employee, at the employer's sole discretion, may be demoted to his/her previous position. If so demoted, the employee will receive the reason therefore in writing from the Department Head.

30.9 Employees placed in a position of the same pay grade shall maintain their then current pay rate. Employees who are placed in a position in a lower pay grade shall receive the maximum for the new pay grade or their current rate of pay whichever is lower.

30.10 Nothing in this Article shall preclude the routine promotion of an employee to the next rung of an established career ladder series, not having work team leader duties, if the employee has not been disciplined or received a less than effective performance evaluation and is judged by the Department Head, at the employer's sole discretion, as qualified for the position as provided in the applicable job description.

ARTICLE 31
REDUCTION IN FORCE

31.1 The employer in its sole discretion shall determine whether layoffs are necessary or advisable. Within two (2) weeks after the County gives the Union advanced notice of layoffs, the Union will be afforded an opportunity to present any alternative proposals that they wish the County to consider. If a layoff is deemed necessary or advisable by the County, employees will be laid off from the effected classification in accordance with their seniority, and their ability to perform the remaining work available without further training. Ability to perform the remaining work may require the possession of a valid license related to such work. Work requirements and the determination of qualifications to perform such work shall rest solely with the County. When two or more employees have relatively equal experience, skill, ability and qualifications to do the work, the employee(s) with the least seniority will be laid off first.

31.2 Employees who are displaced shall be moved into existing open positions, provided the County elects to fill such open position, within the bargaining unit for which they possess the minimum qualifications. The more senior displaced employee(s) shall have first choice of available openings. Displaced employees may also request transfer to open positions outside the bargaining unit in accordance with Chapter 68 of the Kent County Code (Personnel Policy) as it may be amended from time to time.

31.3 If no open position is available within the bargaining unit for a displaced employee to move to, the displaced employee may then bump the least senior employee in another classification within his/her Work Section, provided the displacing employee has the skill, ability and/or experience to perform the necessary work required by that job classification.

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31.4 Employees who are laid off shall be given at least four (4) weeks advance notice of their separation from the payroll, and will be placed on a re-employment eligibility list for a period of one year. When an opening occurs within the bargaining unit, employees will be recalled in the inverse order of their layoff, in accordance with the Promotions and Openings Article of this agreement. If the recall is to the job classification from which the employee was separated, he/she will be presumed qualified. If such recall is to a position outside the bargaining unit, the laid off employee may elect to decline the recall without losing the right to be recalled to openings within the bargaining unit. Recall to positions outside of the bargaining unit will be in accordance with Chapter 68 of the Kent County Code (Personnel Policy) as amended from time to time. Such notice of recall will be sent by certified mail to the employee's last known address, and shall provide at least a two (2) week advance notice of the return-to-work date.

ARTICLE 32
TEMPORARY TRANSFERS

32.1 It is the intent of the County to maintain employees in their assigned classifications, however the County may find it necessary to temporarily transfer employees to other positions in the Department to assure the orderly performance and continuity of the Wastewater Treatment facilities.

32.2 Temporary transfers may be required for the following:

32.2a A position is vacant and is scheduled to be filled; or

32.2b A position is temporarily vacant because of extended sick leave, worker's compensation injury, vacation, FMLA, ADA or other extended leave of absence.

32.2c A specific project or assignment requires additional manpower for a short time period.

32.2d Whenever an employee is unable to fully perform the essential functions of their position due to partial temporary medical work restrictions, the County, with the consent of the employee, may temporarily assign the employee to light duty assignments outside of the bargaining unit. Such assignment will continue the employee's representation rights, status, title, salary, pay grade, and union membership status for up to six months.

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

32.4 An employee assigned to a higher rated classification shall receive the rate of pay for the higher classification, if so assigned for more than five (5) days to the higher rated position or duties, up to but no more than eight (8) percent above the employee's present pay rate, whichever is higher,

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for the duration of the temporary vacancy and upon written approval from the Personnel Director.

32.5 Temporary transfers shall not exceed ninety (90) days, except that such temporary transfer may be extended for an additional ninety (90) days with the consent of the employee.

ARTICLE 33
TRANSFERS & REASSIGNMENTS

33.1 A transfer is defined as movement from one Department of the County to another Department of the County. An employee may submit a written request for such transfer identifying the requested position and listing qualifications to the Department Heads affected by the transfer and the Personnel Director. In order for a transfer to be permitted, there must be a vacant position, and both Department Heads must approve it. A transfer to like duties in other departments does not constitute a promotion.

33.2 Existing County employees who request a transfer must be interviewed and extended preferential consideration if the employee meets the minimum qualifications as set forth in the position description, and has been certified by the Personnel Director as qualified to fill the vacant position.

33.3 Probationary employees shall be eligible to transfer to another department. However, upon transfer, the employee shall be required to serve an additional six (6) month probation period in the department to which they have transferred, beginning with the date of transfer.

33.4 The salary of employees who transfer to another department and position classified in the same pay grade as they presently hold shall remain unchanged. Prior to the effective date of the transfer, the department head shall evaluate the employee for the time served in their department, append his/her comments to the evaluation, and submit them to the head of the department to which the employee is transferring. Prior to the adoption of the annual budget, the employee shall be evaluated by his/her present department head. All evaluations conducted on the employee during the evaluation year shall be reviewed and signed by the department heads under which the employee worked.

33.5 When the Levy Court abolishes a bargaining unit position classified under the merit system, as a result of a department merging with the State government, or due to contracting positions to a private firm, the employees affected by the abolishment of the positions shall have one (1) year from the effective date to apply for transfer to any vacant posted County position for which they are qualified. The affected employee(s) requesting transfer shall be considered as a merit employee, and shall submit the request, in writing, to the Personnel Director with copies for the department heads affected by the transfer.

33.6 A reassignment is defined as the movement of an employee within the same job classification

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within the bargaining unit. Preference for reassignment or non-reassignment shall be based on seniority, qualifications and an existing vacancy. Employees seeking reassignment shall submit such request in writing to his/her immediate supervisor and the Personnel Director.

ARTICLE 34
SUBSTITUTION

34.1 Employees shall be permitted to substitute, which means to work in place of a qualified co-worker scheduled to work a specific period(s) of time. The scheduled employee is responsible for securing the substituting co-worker and ensuring that his/her work shift is fully covered. Whenever an employee substitutes, the originally scheduled employee is compensated for the substitution period, with the understanding that the scheduled employee will substitute for the co-worker for the same number of hours on a future mutually agreed upon date.

34.2 Whenever two co-workers agree to substitute, the respective Supervisor(s) shall be promptly advised in order to avoid assignment of two or more less skilled employees (when possible). The originally scheduled employee shall be responsible for notating the substitution on the master schedule/sign in log. The substituting employee shall note at the bottom of his/her weekly time sheet the date and hours worked as a substitute and for whom worked.

34.3 If the substituting employee noted on the master schedule fails to report as agreed, he/she shall have his/her vacation accrual reduced by the number of scheduled hours missed. If the substitution is not on the master schedule and the substituting employee fails to report as agreed, then the originally scheduled employee shall have his/her vacation accrual reduced by the number of scheduled hours missed. In either case, if sufficient vacation accrual does not exist then the offending employee will be considered absent without leave.

34.4 No employee shall be permitted to substitute more than one consecutive shift (i.e. work as scheduled for one shift and then substitute for another shift before or after the shift originally scheduled and physically worked). Such substitution may be limited by the Department Head during specific training opportunities and/or to ensure skills retention.

ARTICLE 35
PAY STUDY

35.1 If the County conducts a pay study, positions within the bargaining unit shall be included in the study and any resulting adjustments to pay ranges, grades, classification, job descriptions, and/or salaries, including compression pay, approved for other similar County positions or grades shall also be applicable to bargaining unit positions and employees.

35.2 The County will provide at least one opportunity for members of the bargaining unit to directly participate in the pay study process, either through applicable questionnaires, a group

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meeting, or random desk audits. The bargaining unit shall strongly encourage members to participate in any pay study process as the best opportunity to educate consultants about their job duties and potentially impact resulting pay rates.

ARTICLE 36
LONGEVITY

36.1 In recognition of length of service to Kent County, each employee shall receive an amount in accordance with the following schedule:

- 36.1a Completion of Five (5) to nine (9) years of service: \$500.00 annual total.
- 36.1b Completion of Ten (10) to fourteen (14) years of service: \$1,000.00 annual total.
- 36.1c Completion of Fifteen (15) to nineteen (19) years of service: \$1,500.00 annual total.
- 36.1d Completion of Twenty (20) to twenty-four (24) years of service: \$2,000.00 annual total.
- 36.1e Completion of Twenty-five (25) to twenty-nine (29) years of service: \$2,500.00 annual total.
- 36.1f Completion of Thirty (30) to thirty-four (34) years of service: \$3,000.00 annual total.
- 36.1g Completion of Thirty-five (35) to thirty-nine (39) years of service: \$3,500.00 annual total.
- 36.1h Completion of Forty (40) to forty-four (44) years of service: \$4,000.00 annual total.
- 36.1i Completion of Forty-five (45) or more years of service: \$4,500.00 annual total.

36.2 The annual longevity shall be earned, accrued, and distributed in a lump sum paid in January of the following year beginning after the County's new payroll system becomes fully functional with the first such lump sum payment adjusted to account for any amount already paid to the employee under the previous format. Such amounts shall not be included in the employee's base salary or considered part of the employee's regular rate of pay, except for purposes of calculating the employee's overtime compensation.

ARTICLE 37
INSURANCE & PENSION BENEFITS

37.1 Members of the bargaining unit shall be covered under the Health Insurance, Dental Insurance, Pension, Life and Accidental Death Insurance, Long Term Disability, Deferred Compensation and Employee Assistance Programs as defined by County ordinance and/or the Plan Documents. It is understood that such coverages may be amended from time to time on a County-wide basis, which amendments shall also apply to employees covered by this Agreement. Insofar as

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this agreement is retroactive to the expiration of the previous agreement, all amendments to insurance and pension benefits adopted since that expiration shall be retroactively applicable to existing and prospective members.

37.2 Coverage under the above Benefit programs shall commence as provided in the County ordinance and/or the Plan Documents.

37.3 An employee who becomes disabled, due to a non-work-related injury or illness, shall be entitled to a continuation of full pay to the extent of all accumulated, earned and unused Sick Leave, Personal Leave and Vacation time.

37.4 Inasmuch as the members of the bargaining unit, like the County are concerned about the ever increasing cost of health insurance for employees and their dependents, the Labor/Management Committee will regularly review, for informational purposes only, health insurance plan designs, health insurance proposals received as a result of an RFP, health insurance funding options, health insurance cost sharing proposals, and related employee insurance issues for the discussion of recommendations for the County to consider as part of the annual budget development and approval process.

37.5 While it is a goal of the bargaining unit and the County to reduce the overall cost of dependent health insurance for members/employees, both parties recognize that an incremental approach is desirable considering dependent health care premium cost sharing only began in Fiscal Year 1999. Dependent health insurance premium cost sharing shall continue at such increasing amounts as determined by the County.

37.6 Any changes in the terms, conditions or coverages of any of the above plans will be presented and discussed with bargaining unit representatives in advance of implementation.

37.7 The provisions of the official plan documents or agreements, rather than this or any other plan summaries, shall govern their interpretation and administration by the County and shall not be subject to grievance and/or arbitration provisions of this Agreement.

ARTICLE 38
LABOR/MANAGEMENT COMMITTEE

38.1 In order to maintain good relations between the parties, a Labor/Management Committee is established to maintain open lines of communication and to resolve misunderstandings which may arise from time to time.

38.2 The Committee is composed of the CWA 13101 Executive President or his/her designee, the Chief Steward or his/her designee, and the Personnel Director. The County Attorney responsible for Labor Relations may also be included in the informal discussions.

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38.3 It is not the intent of the Committee to engage in collective bargaining outside the normal negotiations process, but instead to take a joint approach to resolve minor disputes and anticipate problems with the administration of the agreement. The resolution of issues can be accomplished via telephone, e-mail, or face-to-face meetings.

ARTICLE 39
MANAGEMENT RIGHTS

39.1 All management rights and functions shall remain vested exclusively with the County except those which are clearly and expressly limited in this agreement. It is recognized merely by way of illustration that such management rights and functions include but are not limited to:

39.1a The right to determine the mission of each of its agencies, departments, institutions, boards, and commissions.

39.1b The right of full and exclusive control of the management of the County; supervision of all operations; determination of the methods and means of performing any and all work composition, assignment, direction, location, and determination of the size and mission of the work force; maintenance of the efficiency of employees; and determination of duties; determination of duties to be included in any job classification; it is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee; determination of the necessity of overtime and the amount of overtime required; establishment and requiring employees to observe department rules and regulations, unless specifically modified by this agreement.

39.1c The right to the work to be done by the employees, including establishment of levels of service and staffing patterns, and to choose the location at which such services will be provided.

39.1d The right to change or introduce new or improved operations, methods, means or facilities; or to contract for work to be done.

39.1e The right to prescribe qualifications for employment and determine whether they are met; to hire, set, and enforce performance standards, and promote employees; to establish, revise and enforce work rules; to schedule work time and time off; to transfer, reassign, furlough, and lay off employees; to suspend, reduce in step, demote, discharge, or otherwise discipline employees for cause; and to otherwise maintain orderly, effective and efficient operations.

39.1f Without limitation it is agreed that the following responsibilities of management are

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not subject to collective bargaining unless specifically modified by this agreement:

- 39.1f(1) The determination of the governmental services to be rendered to the citizens of Kent County.
- 39.1f(2) The determination of the County's financial, budgetary, accounting, and organization policies and procedures.
- 39.1f(3) The continuous overseeing of personnel policies, procedures and programs.
- 39.1f(4) The provisions of any ordinance of Kent County, establishing a Department of Personnel and all rules and regulations of the Kent County Personnel System not inconsistent with the terms of this agreement including the operation and administration of the County Pay Plan.
- 39.1f(5) The determination of the duties to be included in job classifications; the administration of the Pay Plan; the sole right to make personnel appointments through valid selection techniques; the determination of the number of men and women to be employed or retained in employment; the necessity for shift operation and rotation of the work week; the maintenance of discipline and responsibility for performance evaluation.
- 39.1f(7) It is the general policy of the County to continue to utilize its employees to perform work they are qualified to perform. However, the County reserves the right to contract out any work it deems necessary in the interests of efficiency, economy, improved work product, or emergency. Enterprise operations will be performed at the most economical cost while maintaining desired service levels. The County will periodically call for public and private sector proposals for purposes of evaluating the cost of performing all or part of the wastewater services. The County will prepare specifications, including the number of positions by job classification that will be displaced if a contract is awarded to an outside firm. Affected labor unions will be notified and given the opportunity to submit competitive bids. Standard County bid evaluation techniques shall be utilized to evaluate relevant differential costs. The personnel service cost estimate shall include pay plan, fringe benefit rates, overtime rates, and cost of living trends.

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39.2 Except where an emergency situation (including natural and/or manmade disasters) exists, at least thirty (30) days before the County contracts out work, where such contracting out would result in the layoff of existing bargaining unit employees, the County will notify the Union and offer the Union an opportunity to meet and discuss the matter before the date any existing bargaining unit employee is laid off as a direct result of such contracting out.

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

39.4 The inherent and express rights of the County including those herein specifically referred to, which are not expressly modified or restricted by a specific provision of this agreement, are not, in any way, directly or indirectly, subject to the grievance procedure herein.

ARTICLE 40
WAGES

40.1 Effective July 1, 2023, all employees covered by this agreement will receive the same pay/salary increase under the same conditions given to other County employees for Fiscal Year 2024 with a minimum 1% general increase/COLA and advancement in the pay range of one-half step (total of 2% increase unless at maximum per policy), if County employees receive no increases. However, any employee covered by this agreement receiving a pay adjustment resulting from implementation of the pending pay study when effective shall not be eligible for a step increase. In recognition of essential work performed during the COVID-19 pandemic response and the Union's willingness to amicably resolve related issues via MOU 2020-001, each non-probationary full-time employee covered by this agreement shall receive a one-time \$2,000 lump sum discretionary bonus payment, not added to base salary, payable within 30 days of agreement ratification/approval by the parties.

40.2 Effective July 1, 2024, all employees covered by this agreement will receive the same pay/salary increase under the same conditions given to other County employees for Fiscal Year 2025 with a minimum 1% general increase/COLA and advancement in the pay range of one-half step (total of 2% increase unless at maximum per policy), if County employees receive no increases.

40.3 Effective July 1, 2025, all employees covered by this agreement will receive the same pay/salary increase under the same conditions given to other County employees for Fiscal Year 2026 with a minimum 1% general increase/COLA and advancement in the pay range of one-half step (total of 2% increase unless at maximum per policy), if County employees receive no increases.

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40.4 Effective July 1, 2026, all employees covered by this agreement will receive the same pay/salary increase under the same conditions given to other County employees for Fiscal Year 2027 with a minimum 1% general increase/COLA and advancement in the pay range of one-half step (total of 2% increase unless at maximum per policy), if County employees receive no increases.

40.5 Employees in the bargaining unit will be paid on a biweekly basis one week in arrears and permit the direct deposit of their paychecks.

40.6 Any retroactive adjustments contained in this agreement will be paid within thirty (30) days of the signing of this agreement.

40.7 Individual non-probationary employees in the bargaining unit shall be eligible for a performance award to be distributed annually on or about November 1 based upon the individual's achievement of one of the following criteria:

40.7a \$500 award for achieving perfect attendance (use of no sick leave) during the calendar year ending during the requisite fiscal year; or

40.7b} \$300 award for achieving near perfect attendance during the calendar year ending during the requisite fiscal year (use of one excused day (8-hours) of sick leave).

ARTICLE 41
SAVINGS CLAUSE

41.1 If any part or clause of this agreement is found or determined to be in violation of any State or Federal Law, such provision shall be null and void, and the parties shall immediately meet to negotiate replacement language. The voiding of any particular provision under this Article shall have no effect on the remainder of this agreement, which shall continue in full force and effect.

ARTICLE 42
GENDER

42.1 Wherever any words are used herein in the masculine, feminine or neuter, they shall be construed as though they were also used in another gender in all cases where they would so apply.

ARTICLE 43
ENTIRE AGREEMENT

43.1 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

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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 work unit or for one employee does not necessarily mean a past practice for another work unit or employee. A past practice shall be a consistent and well-known procedure generally accepted as the method for accomplishing a specific activity.

43.2 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.

43.3 This agreement may be amended only by the mutual written agreement of the parties.

43.4 The terms of this agreement become effective upon the signing hereof, except where otherwise noted, and the duration of this agreement shall extend through December 31, 2026 and shall continue in effect from year to year thereafter unless amended, modified or terminated in accordance with this section. In the event that either the Union or the County desire to negotiate a successor agreement, the party desiring to amend this agreement shall notify the other, in writing by certified mail, between ninety (90) and one hundred twenty (120) calendar days prior to the expiration date of this agreement. Such negotiations shall begin no later than ninety (90) days prior to the expiration date of this contract. This agreement shall continue in full force and effect during the entire period of negotiations, effective date of expiration notwithstanding.

* * *

In witness whereof, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 20th day of December, A.D. 2022.

**Kent County/CWA Contract 2023 – 2026
Sewer Fund Employees**

KENT COUNTY, DELAWARE

/s/ Terry L. Pepper
Levy Court President

/s/ Craig T. Eliassen, Esquire
County Attorney

CWA AFL-CIO

/s/ James Ryan
CWA Staff Representative

/s/ Michael Watson
CWA 13101 Executive President


/s/ Darlene Rentz
CWA 13101 Executive Vice-President

/s/ Raymond Janson
Chief Shop Steward

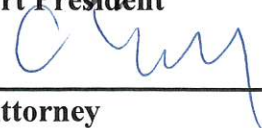
/s/ John Callaway
Negotiating Team Member

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KENT COUNTY, DELAWARE



Levy Court President



County Attorney


CWA AFL-CIO



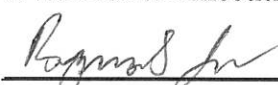
CWA Staff Representative



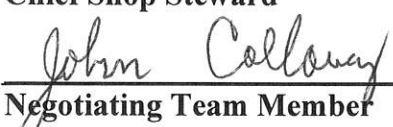
CWA 13101 Executive President



CWA 13101 Executive Vice-President



Chief Shop Steward



Negotiating Team Member