

Section 1.0: Preamble

This agreement is entered into this 21st day of December 2020, by the “Town of Smyrna” or as the “Employer” and the "General Teamsters Local 326", hereinafter referred to as the "Union” or “Employee(s).”

WITNESS TO:

Section 2.0: Purpose of Agreement

The purpose of this Agreement is to promote harmonious relations between the parties, agreeing upon and setting forth terms and conditions of employment, the respective rights and obligations of the Town, Union, and all affected Employees during the term of this Agreement. Therefore, in fulfillment of this mutual obligation, the parties agree to the articles contained herein.

Section 3.0: Management Rights

It is understood and agreed that the Town possesses the sole right and authority to operate and direct the Employees of the Town in all aspects, including, but not limited to, all rights and authority legally exercised by the Town prior to the execution of this Agreement, except as modified in this Agreement. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights prerogatives, and functions are retained and vested exclusively in the Town, including but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge or otherwise discipline Employees for cause; to determine the number of Employees to be employed; to determine staffing levels and shift levels, to hire Employees, to determine their qualifications and assign and direct their work; to plan, direct, control, and determine the operations or services to be conducted by Employees of the Town; to select, hire, lay off, reclassify, upgrade, downgrade, promote, transfer, discipline, suspend, or separate Employees; to determine job content and to create job clarifications, to revise existing jobs and eliminate part or all existing job classifications; to promote, demote, transfer, layoff, conduct evaluations, recall to work and retire Employees; to set the standards of productivity and the services to be rendered; to maintain the efficiency of operations; to set the starting and quitting times and the number of hours and shifts to be worked; to assign overtime; to determine the length of the work week; to hire and assign or to transfer Employees within the department or other police-related functions; to use independent contractors to perform work or services; to subcontract, contract out, close down, or relocate the Town’s operations or any part thereof; to expand reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of machinery, facilities, equipment, and other property of the Town; to contract out for goods and services; to introduce new or improved research, production, service, distribution and maintenance methods, materials, machinery, and equipment; to determine the number, location, and operation of departments, divisions, and all other units of the Town; to contract or not contract for special duty assignments, to eliminate any or all special duty contracts assignments ; special duty pay shall not be benefit guaranteed by the terms of this Agreement; to cease to provide special duty; to issue, amend, and revise all policies, rules and regulations and practices including but not limited to special duty, body armor, and the like; to determine its mission, policies, and to set forth all standards of service

offered to the public; and to take whatever action is either necessary or advisable to determine, manage, and fulfill the mission of the Town, and to direct the Town's Employee's. The Town's failure to exercise any right, prerogative, or function hereby reserved to it or the Town's exercise of any such right, prerogative, or function in a particular way shall not be considered a waiver of the Town's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 4.0: No Strikes/ No Lockout

4.1: The Union, its officers, employees, agents, representatives, stewards, committee persons, and members and all other employees shall not, in any way, directly or indirectly, engage in, participate in, or ratify any strike, sympathy strike, slowdown, work stoppage, or sickout, whether or not such a strike, sympathy strike, slowdown, work stoppage or sickout involves a matter (1) subject to resolution pursuant to the grievance procedures set forth in this Agreement; or (2) specifically referred to or covered in this Agreement; or (3) which has been discussed between the Town and the Union at the time this Agreement was negotiated or executed.

4.2 The Town shall not participate in a lockout of the Town's Police Officers.

Section 5.0: Union Recognition

5.1: Recognition of the General Teamsters Local 326

The Town recognizes General Teamsters Local 326 as the sole bargaining agent for full-time sworn police officers below the rank of Lieutenant for the purpose of collective bargaining with respect to terms and conditions of employment.

5.2: Definition of Employee(s)

Whenever used in this Agreement, the term "Employee(s)" shall include full-time sworn police officers below the rank of Lieutenant and shall exclude all other employees of the Town. A full-time Employee means Employee who is regularly scheduled one-hundred sixty (160) or more hours per 28-day work period. A part-time Employee means an Employee, either regular or temporary, who is regularly scheduled fewer than one-hundred sixty (160) hours per 28-day work period. It is acknowledged by the Town that the employment of part-time employees would not diminish or displace the bargaining unit. This does not prevent the Town from employing part-time Employees during the hiring process to fill vacancies.

Section 6.0: Complete Agreement and Separability

6.1: Scope and purpose

During the bargaining leading up to this Agreement, neither party was precluded from bringing up any proposals that it wanted to make as to any and all proper subjects of collective bargaining. It is therefore the intention of the Union and the Town to abide by the terms and conditions provided in this Agreement for and during the life of this

Agreement, in lieu of any other or further terms, and conditions, and that there shall be no further collective bargaining on terms or conditions during the life of this Agreement as to matters that were discussed in the bargaining as well as matters that could have been but were not discussed. Subject to the provisions of this Agreement, the terms and conditions provided for this Agreement may be modified, added to, or subtracted from only by mutual and voluntary consent of the Town and the Union, and each of the parties waives the right to demand bargaining on any aspect of terms and conditions during the term hereof.

6.2: Separability

In the event of the provisions of this Agreement are held to be in conflict with or in violation of any State or Federal statute or other applicable law, administrative rule, or regulation, such decision shall not affect the validity of the remaining provisions of the Agreement. The parties further agree that they will meet within thirty (30) days to renegotiate the provision or provisions of the Agreement held to be invalid.

6.3: Grievance

It is agreed and understood that grievances are limited to matters interpretation and enforcement of this Agreement, but shall not include matters discipline, (see section 7.0).

6.4: Grievance Procedure

When an employee or the Union has a grievance, the following successive steps are to be taken. The number of days for each step should be considered the maximum number of working days unless otherwise provided and every effort should be made to expedite the process. Time limits at any step, however, may be extended by mutual consent. All documents used in this procedure must be dated and signed by the respondent and recipient. The procedure for this presentation, consideration, and disposition of the Employee's or Union's grievance(s) is as follows:

- An Employee and/or Union may, within ten (10) working days of the cause of a grievance, present the grievance in writing to his or her department supervisor. The supervisor shall, within five (5) working days of receiving the Employee's and/or the Union's written grievance, meet and discuss the grievance with the employee and the Union and then reply in writing to the Employee and/or the Union within five (5) working days of their meeting. The grievance and the answer shall be reported to the Chief of police.
- In the event the immediate supervisor's decision is not satisfactory to the Employee and/or the Union, the employee and/or the Union may, within five (5) working days of receiving the supervisor's written reply, present an appeal in writing to the Chief of Police. The Chief of Police shall confer with the Employee and/or Union about the grievance within five (5) working days after the appeal is presented; and the Chief of Police shall render a written decision to the Employee and/or Union within ten (10) working days.

- The Chief of Police’s decision shall be final unless an appeal is filed with the Mayor and Town Council within ten (10) working days. A hearing shall be scheduled within thirty (30) working days of the appeal being submitted to the Mayor and Town Council. The Mayor and Town Council will render a written decision to the Employee and/or Union within ten (10) working days.
- If either party is not satisfied with the decision of the Town Council, they may appeal the decision through the arbitration process with the American Arbitration Association (AAA) within 30 days of the Town Council’s decision. An impartial arbitrator will be selected through and pursuant to the rules of the American Arbitration Association. All costs associated with the arbitration shall be shared equally by the parties, binding on both parties except that each party shall be responsible for the cost of individual witnesses. The arbitrator shall be limited to a strict application and interpretation of the provisions. The arbitrator shall not make any decision that is contrary to, or inconsistent with, or modifying, or amending, or adding to, or eliminating, or varying the terms of this Agreement. The decision of the arbitrator shall be certified by their findings within 30 days of the conclusion of the hearing.
- All time periods listed in the grievance procedure may be extended by the mutual written agreement of the Town and the Union.

7.0: Discipline

It is agreed and understood that the Town has the right to the maintenance of discipline. The forms of discipline shall include but not be limited to: dismissal, demotion, suspension without pay, written reprimand, oral reprimand, and/or any combination of these. Nothing in this grievance procedure shall be construed to prevent Employees from pursuing their legal rights as outlined in the Law-Enforcement Officers’ Bill of rights, 11 Del C. Ch. 92.

7.1: Right to a Hearing

Each Employee who is charged with violating the Rules and Regulations or Directives of the Smyrna Police Department shall have the option of a hearing as outlines in the Law-Enforcement Officer’s bill of Rights, 11 Del C. Ch. 92.

Section 8.0: Holiday

All Employees shall receive their straight-time rate of pay for eleven (11) eight-hour Holidays. 88-PTO hours will be accrued monthly, 8-hours per month, for the first eleven months of each year. Regularly scheduled Holidays are as follows:

- New Year’s Day
- Martin Luther King Jr.’s Birthday
- President’s Day
- Good Friday

- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day & Christmas Eve

8.1: Observance

All holidays are observed on the days of the Holiday as defined by the current year's calendar.

8.2: Work on the holiday (Holiday Premium)

An Employee required to work on the Holiday shall receive one and one-half (1 ½) times his/her straight-time rate of pay for all hours worked.

8.3: Holiday During Vacation Leave

If a Holiday occurs during the scheduled vacation of an Employee, the Employee will receive an additional eight (8) hours pay at his/her straight-time rate of pay for the work period in which the holiday occurs, and the Employee will be charged with 8 hours of Vacation Leave for that Holiday.

8.4: Active employee:

An employee shall only accrue Holiday hours if they are an active employee of the Department. An employee that elects to vacation-out, as defined in Section 9.4, shall not be considered active.

Section 9.0: Vacation

9.1: Eligibility

All Employees are eligible to begin accrual of Vacation Leave upon appointment. An Employee may not utilize any Vacation leave until the completion of his/her first six (6) months of employment.

9.2 Accrual

An Employee accrues Vacation leave beginning on the first (1st) day of January based upon completed years of service with the department as follows:

0-4 years: 12 workdays-(144 hours)

5-9 years: 15 workdays-(180 hours)

10-14 years: 18 workdays-(216 hours)

15-19 years: 21 workdays-(252 hours)

20(+) years: 24 workdays-(288 hours)

If an Employee completes an additional year of service after the first (1st) day of January, any difference in accrual rate shall be added at that time.

For the purpose of Vacation leave, a “work-day” is defined as a 12-hour day.

9.3: Rate of Pay

PTO leave shall be on a time-off-with-pay basis and pay shall be computed at the Employee’s current straight-time rate.

9.4: PTO Payout at Retirement / Termination

An employee who announces their retirement and is eligible for immediate benefits as defined by the pension plan, may request that all or part of their accumulated PTO time be exhausted and paid before the Town separates their employment. This will also be known as vacationing-out. A paycheck or deposit will be made at the normal pay intervals of that employee at the Department during this time. The pay shall be determined as a normal 40 hour work week until the PTO is exhausted, but may not exceed **four (4)** months (640-hours) in any case. In no case can overtime be used as part of vacationing-out calculation. During this period, no other PTO time can be accrued as outlined in Articles 8, 9, 10 and 15. PTO time can only be accrued during active work weeks as defined under Article 8.4. In addition to any PTO used to vacation-out, a maximum 800 hours of PTO time, if available, will be paid upon separation of the employee. All payments will be made at the employee’s current pay rate at the time of election.

An officer that terminates employment prior to eligibility for immediate pension benefits shall receive a lump sum payment of a limited value. PTO payout shall be limited to a maximum value equivalent to the current year’s PTO accruals for the full twelve months.

9.10 Union Meetings, Etc.

Employees who are elected and/or selected by the Union may be permitted, subject to Section 9.3 of this Agreement, to attend meetings, training, and conferences sanctioned by the Union. The Town agrees to make every effort to accommodate the requests of up to two (2) Union members, for a maximum of three (3) hours for each Employee on each occasion, provided that the Town receives at least thirty (30) days’ notice of such requests (longer advance notice would be preferred when possible).

Section 10.0: Sick Leave

10.1: Eligibility

All Employees are eligible to begin accrual of Sick Leave upon appointment.

10.2: Accrual

Each Employee shall earn Sick Leave beginning on the first (1st) day of January at the rate of ninety-six (96) hours per year. Sick Leave continues to accrue only while an Employee is on paid leave and does not accrue while employee is on unpaid leave. While an employee is on Sick Leave, benefits shall continue as though on regular duty. Upon returning from Sick Leave, the time spent on Leave shall be considered as continuous service.

10.3: Rate of Pay

Sick Leave shall be on a time-off-with-pay basis and pay shall be computed at the Employee's current straight-time rate. An Employee who has exhausted all accrued Sick Leave shall not be paid for any absence because of personal illness or injury.

10.4: Qualifications

An employee who is requesting PTO pay for a sickness may only be paid under the following conditions:

- Personal illness or physical incapacity resulting from causes beyond the Employee's control.
- Illness or injury of a member of the Employee's immediate family.
- Medical, dental, or optical appointments, which cannot be scheduled after duty hours.
- The use of PTO Leave during absences while on Workers Compensation Leave is prohibited.

10.7: Notification

Because of the critical nature of shift work, an Employee must notify, by talking to or leaving a voice-mail message for, the on-duty shift supervisor of a desire to take Sick Leave no later than two (2) hours prior to the beginning of the shift. Each Employee who fails to provide the Town with the required notice shall be considered to be absent from work without approval, shall receive no compensation while absent, and may be subject to termination from employment for such unapproved absence, unless such failure to notify is due to the incapacity of the Employee or an actual emergency that prevented the Employee from providing such notification.

10.8: Sick Time Increments

An Employee may take PTO for Sick leave in hourly increments.

10.9: Personal Time Off (PTO) and PTO Death Benefit of Active Officer

The accrued days and hours outlined in Sections 8, 9, 10, and 15 shall be combined together to form a bank of Personal Time Off (PTO) and converted to hours to be used in accordance with the restrictions of those Articles of the Collective Bargaining Agreement.

In the event an Officer passes away in the Department, all accrued PTO time shall be paid to the estate of said employee.

Section 11.0: Jury Duty

11.1: Eligibility

Employees ordered to serve as a juror or witness in a court of law shall be permitted a paid leave of absence from his/her regular position for this purpose.

11.2: Compensation

An Employee shall receive full pay and benefits, as though on regular duty, while on leave for Jury Duty.

11.3: Reporting to Work

Employees shall be expected to report to work when he/she is not serving as a juror or a witness, or the case is settled, or the Employee is not selected to serve. The Employee may be required to provide the supervisor with proof of service as a juror or witness. In unusual cases the Town may request that an individual be excused or deferred from jury duty for a particular period of time.

11.4: Notification

Employees who are summoned for jury duty shall notify their supervisor as soon as is reasonably possible so that arrangements can be made to cover the job assignments.

Section 12.0: Military Leave

12.1: Eligibility

Employees who are members of National Guard, Armed forces Reserve, or who are drafted, enlist, or who are called to active duty are eligible for Military Leave pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA), and in addition, to Military Leave Pay Differential has provided for in this Section 12.

12.2: Duration

Employees who are members of the National Guard or Armed Forces Reserve shall be allowed Military Leave as provided for by USERRA. In addition, such Employees shall be

entitled to Military Leave Pay Differential of up to ten (10) working days Military Leave per calendar year provided that the Employee requests Military Leave at least ten (10) days prior to the effective date of the leave and submits a copy of orders for assignments to active duty or training. For the purposes of this section, “working day” shall be defined as actual shift said Employee would have worked but for their military assignment.

12.3: Pay Differential

If the compensation received while on Military Leave is less than the wage that would have been earned during this same period as a Town Employee, the employee shall receive partial compensation equal to the difference in the base wage earned as a reservist or guardsman and the wage that would have been earned during this same period as a Town Employee. An Employee may elect to take accumulated Vacation Leave instead of Military leave in order to receive compensation as if on regular duty. If military duty is required beyond ten (10) working day period, the Employee shall be eligible to take accumulated Vacation Leave or be placed in a leave-without-pay status.

12.4: Reinstatement

Employees who enlist, are drafted, or are called to active duty in the U.S. Armed Forces will be considered on a “Leave of Absence” or “Furlough” from employment and shall have reinstatement rights as provided by USERRA.

12.5: Activation of Reserves or National Guard

Any Employee who is a member of an organized military reserve of the United States or Delaware National Guard and who is ordered to perform emergency duty under the supervision of the United States Government or the State of Delaware shall be granted a leave of absence during the period of such activity. Any such employee shall receive the Pay Differential as described in Section 12.3. A copy of the Employee’s military pay voucher shall be submitted with the request for pay differential compensation.

Section 13.0: Bereavement Leave

13.1: Immediate Family Defined

The immediate family shall include the Employee’s father, mother, guardian, spouse, domestic partner, child, step-child, foster child, father-in-law, mother-in-law, sister-in-law, brother-in-law, brother, sister, step-brother, step-sister, grandparents, grandparents-in-law, grandchild, step-father, step-mother, or any other relative residing in the same home or any person with whom an Employee has made his or her home.

13.2: Eligibility and Duration

Employees who experience the death of a member of their immediate family shall be eligible for Bereavement Leave. Each employee may be allowed to use up to a maximum of five (5) work days of Bereavement Leave with pay, not charged to any leave balance. If

the Employee has to travel four hundred (400) miles or more, the employee shall be seven (7) work days leave.

Each Employee may be allowed to use up to a maximum of one (1) work day of Bereavement leave for the death of aunts, uncles, first cousins, nieces and nephews.

13.3: Leave Extension

If an employee wishes to extend the leave beyond the maximum allowed, he/she must first receive approval from the Office of Chief of Police; and, if the work schedule permits, the days may be approved, and the Employee will be permitted to deduct the additional days from accumulated leave.

13.4: Rate of Pay

All Bereavement Leave shall be on a time-off-with-pay basis and pay shall be computed at the Employee's current straight-time rate.

While an Employee is on Bereavement Leave, benefits shall continue as though on regular duty. When the employee returns from such leave, the time spent on leave shall be considered as continuous service. Hours granted as Bereavement Leave shall be counted as hours worked for the purpose of calculating overtime.

13.5: Notification

Each employee who will be absent from work on Bereavement Leave must notify his/her supervisor as soon as is reasonably possible. The Employee may be required to provide the supervisor with proof of the family member's death and relationship.

Payment for absences due to Bereavement Leave will not be made in addition to Sick Leave Payments or holidays, which may occur simultaneously.

Section 14.0: Family and Medical Leave Act

As required by Federal Law.

Section 15.0: Pay Plan

15.1: Methodology

The wage plan for Employee(s) covered under this Agreement consists of a number of pay grades defined by current rank and years of service as a Smyrna police officer (refer to "Attachment A"- Police Pay Schedule, Town of Smyrna).

15.2: Pay Schedule

Employees are paid on Friday of each week. If a regular pay day falls on a Holiday, Employees are paid on the last scheduled work day prior to the Holiday. New Employees shall experience a one (1) week "lag" following their first pay period.

15.3: Work Period

The work period for the Smyrna Police Department shall be as follows:

- Patrol Division- This work period shall be based on twenty-eight (28) day repeating cycle consisting of fourteen (14) twelve-hour work days.
- The period shall begin on Monday and will follow two on-two off, three on-two off, two on-three off pattern, with the three (3) day period off being a Friday through Sunday.
- The start and end time of shifts shall be at the discretion of the Chief of Police in order to best meet the needs of the Department.
- Employees will be paid an additional twelve (12) hours of straight pay for each twenty-eight (28) day cycle in order to comply with a 2,080-hour work year.
- Management shall retain the right to adjust the above schedule in the event of one (1) circumstances that unduly affect Public Safety or two (2) extraordinary circumstances that affect the operations of the Department, with the approval of Town Council.
- Special Investigation Unit- This work period shall be based upon twenty-eight (28) day repeating cycle and shall consist of either five (5) eight-hour days or four (4) ten days with Chief of Police approval.

15.4: Adjustments to Scheduled Shifts

An Employee shall be notified a minimum of twenty-four hours prior to any adjustments in his/her scheduled shift if the Employee's scheduled shift will be adjusted in order to provide coverage at a planned event. If such notice is not provided, the Employee will be compensated at two and one-half (2 ½) times the straight-time rate. This provision does not apply to emergencies; i.e., unforeseen events or Special Duty assignments. Approved Vacation Leave, approved training, pre-approved Sick Leave do not constitute an unforeseen event.

15.5: Base Pay (Straight-Time-Rate)

The Employee(s) base rate (regular hourly rate) shall be in accordance with "Attachment A" of this agreement; Straight-time rate is defined as Employee(s) regular hourly rate as defined in "Attachment A".

15.6: Overtime Compensation

The Town will provide additional compensation to Employees for hours worked in excess of the regularly scheduled work day, or, upon prior agreement of the Employee, the Employee may receive Compensatory Time in lieu of paid overtime. Employees shall be paid for all overtime accumulated during the current work period unless Sick Leave (unproductive time) is taken during the work period. Any hours that must be reimbursed due to Sick Leave usage will be deducted in the next pay cycle. Employees may take Compensatory Time in lieu of Sick Leave in order to avoid having to repay previously paid overtime.

The overtime rate shall be computed using the Employee's Base Pay rate, Section 15.5, and shall be equal to one and one-half (1 ½) times the Base Pay Rate

If the Employee is called in for overtime work, the Employee shall receive overtime compensation for all hours worked with required minimum of two (2) hours.

15.7: Compensatory Time (Comp Time)

Compensatory time shall accrue at the rate of one and one-half (1 ½) hours for each one (1) hour of overtime worked (per FLSA Non-Exempt regulations). Compensatory time shall be added to employee's PTO bank.

The Town shall have the option to pay the Employee, at the Town's discretion, for any amount of accrued Comp Time. Said payment shall be at the Employee's current straight-time rate of pay (per FLSA Non-Exempt regulations).

15.9: Court Pay

In the event an Employee is subpoenaed to appear in court in their capacity as a Smyrna Police Officer other than during his/her regular shift, he/she shall be paid for their actual hours worked at their overtime rate of pay with a minimum of two (2) hours.

15.10: Court Stand-by Pay

In the event that an Employee is subpoenaed for court and the Chief of Police assigns the Employee to be on stand-by, that employee shall receive a minimum of two (2) hours pay at his/her straight-time rate of pay. In the event that the Employee is called in for court, he/she shall be paid for the actual hours worked at his/her overtime rate of pay in lieu of court stand-by pay as defined by Section 15.9.

15.11: Special Duty Pay

For Purposes of this section, Special Duty shall be defined as police services provided by the Town on a contractual basis where the Town is receiving compensation for that same contracted service, provided however, that any services provided by the Police Department pursuant to its contractual agreement with the Smyrna School District (providing for the provision of a School Resource Officer and Youth Aid Officer) is not included within the definition of Special Duty Pay.

Employee assigned to Special Duty by the Chief of Police shall be paid at a rate, set annually by the Chief of Police, provided to the Union by January 1 of each year and shall not be reduced from the previous year, with a minimum of three (3) hours. Special Duty assignments are to be assigned evenly among those Employees who wish to perform said duty.

Employees assigned to Special Duty Jobs Funded by the Delaware Office of Highway Safety (OHS) shall be paid at the current prevailing OHS flat rate.

If a Special Duty assignment is cancelled without two (2) hours' notice prior to the start of the assignment, the Employee(s) assigned shall be paid a minimum of two (2) hours at the Special Duty rate.

If mandated by an outside agency, the Town shall pay the required higher rate to the Officer involved. For assignments of this nature, seniority shall prevail in assigning this work unless a restriction is required by the agency requesting the overtime or the operational needs of the department require otherwise.

Any Special Duty assignment that is paid by an outside vendor shall be paid at the rate set annually by the Chief of Police, provided in writing to the Union by January 1 of each year and shall not be reduced from the previous year, with a minimum of three (3) hours).

15.12: Shift Differential Pay

An Employee who works between the hours of 7:00 p.m. and 7:00 a.m., the "Shift Differential Period", shall be compensated an additional seventy-five cents (\$0.75) per hour over and above the Employee's then current straight-time rate of pay. The shift differential shall not apply to Special Duty assignments

15.13: Canine Handler Pay

Canine Handlers and Canine Handler Recruits shall receive four (4) hours of overtime pay per week to compensate for the care and maintenance of his/her Department canine, this clause is in lieu of the current SOP regarding Canine Use and Care as it pertains to overtime compensation. Additionally, when a Canine Officer is retired, the handler shall have the option to purchase the canine from the Town for One dollar (\$1.00) after signing an insurance waiver for the Town provided the Canine Officer agrees not to re-sell or gift the canine to a third party without first offering the Town the option of purchasing the canine back for One dollar (\$1.00).

15.14: "On Call" Pay

An Employee who is placed on "On Call" Status shall receive one (1) hour(s) of pay at his/her straight-time rate if pay for each day he/she is on said status. If the Employee is required to respond in, he/she shall be paid overtime for all hours worked in addition to the "On Call" pay. ("On Call" shall be defined as having to respond, physically or by phone, within a given time period and where progressive discipline can be used for failing to do so.)

15.15: Deductions

The Town is required by law to withhold from each paycheck the following deductions:

- Federal Income Tax Withholding;
- Federal Insurance Contributions Act (FICA) Taxes;
- State Income Tax;

- Any authorized garnishments by Court of Law.

Employees are furnished with a statement in January of each year indicating the amount withheld during the preceding year.

15.16: FTO Pay

Any officer working in the capacity as a training officer for FTO (Field Training Officer) shall receive one (1) hour of pay at overtime rate per day for an authorized 12-hour shift as FTO while performing those duties.

Section 16.0: Temporary Promotion

Employees may be required to perform any duties described in their job description, any other duties of a similar kind and difficulty, and any duties of lower class. Employees may also be required to serve in a higher position; however, if such service continues beyond thirty (30) work days, Temporary Promotion applies. An Employee being put into Temporary Promotion shall meet the minimum requirements of the position unless the Chief of Police deems otherwise. A Temporary Promotion does not guarantee permanent promotion into a position. An Employee who is serving in a Temporary Promotion position shall be compensated beginning on the thirty-first (31st) work-day at entry level pay rate for that position or five percent (5%) above their current base rate, whichever is higher.

Section 17.0: Wage Increase

There shall be an agreed upon pay scale for Agreement January 1, 2021 through December 31, 2023 Beginning January 1 of each year, through the end of that year as noted, shall include:

Year 1 (2021):	1.5%
Year 2(2022):	2.0%
Year 3 (2023):	1.75%

These pay scales shall be listed in Attachment “A” of this Agreement.

Section 18.0: Clothing Allowance

In the event that an Employee is assigned to serve in the capacity of a Detective for a period that exceeds ninety (90) days, that Employee shall receive one thousand dollars (\$1,000.00) per year for the purchase of clothing. Half of this amount shall be paid in the first pay period of January and the balance is to be paid in the first pay period of July. In the event an employee is assigned to serve in the capacity of a Detective for a period that exceeds ninety (90) days but is less than a complete year, the one thousand dollars (\$1,000.00) shall be prorated to be consistent with the assigned period. If an Employee leaves employment with the Town for any reason during a year in which he/she received a clothing allowance, he/she shall repay the Town a pro-rata shares of

said allowance to the nearest dollar. Said repayment to the Town may be deducted from the Employee's final paycheck. The Employee receiving this allowance will also be responsible for the dry cleaning on non-issued uniforms through this allowance.

Section 19.0: Equipment Allowance

The Town shall reimburse each Employee up to two hundred and fifty-dollars (\$250.00) per year for the purchase of approved equipment to be used while performing their job duties, provided the Employee provides proper receipts for same. The equipment must be approved by the Chief of Police.

Section 20.0: Contract Uniform Cleaning

The Town shall provide contract cleaning services to Employee(s) for department-issued uniforms, not to exceed two (2) sets of uniforms per week.

Section 21.0: Union Dues Deduction

The Town will deduct dues from each Employee covered by the Agreement, the amount of which will be determined by the Union on a weekly basis and will send a check for the total collected by the end of the month to the Union. A bill will be sent to the Town monthly by the Union. Additionally, any Officer may voluntarily participate in the Teamsters Legal Defense Fund through payroll deduction. The Town will send any deduction to that Fund at the end of the month.

Section 22.0: Deferred Compensation Plan

22.1: Eligibility

Employees of the Town are eligible to participate in the Town-sponsored deferred compensation plan.

22.2: Terms

Participation is totally at the individual Employee's expense via payroll deductions. The Town shall not make a financial contribution to this plan.

22.3: Enrollment

Employees who wish to participate shall notify the Town and may complete an enrollment form at any time.

Section 23.0: Damage to Personal Property

Compensation shall be provided to Employee(s) when personal property is either destroyed or damaged as a direct result or action arising out of the Employee's performance of official duties subject to the following procedures:

- Within three (3) calendar days of destruction or damage, a written report of the incident must be filed with the supervisor containing a copy of the Report of Investigation and the

Employee's report detailing how the personal property was destroyed or damaged to include a description of the personal property and the estimated cost of repair or replacement.

- The personal property should, where practicable, be available for inspection. Compensation shall not be paid without the written approval of the Chief of Police. The repair, replacement, or compensation in lieu thereof, at the Town's option, shall for any occurrence be limited to three-hundred dollars (\$300.00).

The Town will make such reimbursement within thirty (30) days of the completion of the proper reporting procedures. The Employee suffering such damage agrees to continue to pursue recovery through the systems now in use, and to sign over to the Town any reimbursement received from those other sources. The Town reserves the right for the Chief of Police to prohibit Employees from using or having personal items in their possession while on duty.

Section 24.0: Representation and Indemnification

24.1: Legal Representation

An Employee shall be entitled to have the Town's attorney represent him/her, at the Town's expense, in any criminal or civil action brought against that Employee when all of the following circumstances are present:

- Neither the Town, nor any elected or appointed official or employee of the Town, while acting in their official capacity, is the Plaintiff or complaining party.
- The act or omission forming the basis of the civil or criminal action arose out of and in connection with the performance (or nonperformance) of an official duty, done (or omitted) in good faith, under circumstances evidencing a belief that such act or omission was in the public interest, not adverse to the Town and not in knowing violation of the Town's charter, ordinances, rules, regulations, or official policies;
- The act of omission forming the basis of the civil or criminal action was done without wanton negligence or willful and malicious intent.

24.2: Indemnification

In addition to the right of legal representation to be provided by the Town as set forth above, Employees shall have the same rights of indemnification as provided for elected and appointed officials in Section 2-76 of the Town Code as it may from time to time hereafter be amended or in accordance with any future cones pending provision of the Town Code, provided however, that the same circumstances, (1) through (3), as required for legal representation above are present; and further provided that there shall be no indemnification for attorney's fees unless the Town fails to provide legal representation at the Town's expense.

Section 25.0: Workers' Compensation

25.1: Eligibility

Employees shall be eligible for Workers' Compensation Leave while physically incapacitated because of an "on-the job" sickness or injury covered by the Delaware Workers' Compensation Act.

25.2: Rate of Pay

Total wage and benefits are to be paid by the Town to an Employee during the total time off due to an injury occurring on duty, with benefits ceasing only upon termination of the physical disability or being placed on long-term disability with no chance of returning to full-time employment with the Town as a police officer.

25.3: Benefit Accrual

While an employee is on Workers' Compensation Leave, benefits and other leaves shall accrue as though on regular duty.

25.4: Reinstatement

Upon reinstatement, an Employee's wages shall be computed on the basis of the last wage earned plus any across-the-board or reclassification wage increase to which the Employee would have been entitled during the disability covered by Workers' Compensation.

Section 26.0: Group Medical Insurance

26.1 The Town agrees to provide major group medical insurance for the Employee(s) covered in this Agreement based on State non-payroll group coverage.

26.2: Town Contribution

The Town shall pay 80% of the individual Employee and dependent coverage, and the Employee shall pay the remaining 20% during the duration of this Agreement.

If an Employee's spouse is gainfully employed and medical insurance is offered by his or her employer, the spouse must participate in the plan offered by his or her employer and if an Employee chooses to enroll his or her spouse under the Town medical insurance, the Town's plan will not be the primary insurer and must be treated as supplemental to the spouse's employer offered insurance coverage; provided, however, that if the spouse's share of premiums of medical insurance from his or her employer exceeds more than 50% of the total premium for the medical insurance plan offered by his or her employer, the spouse (at the Employee's option) can be covered by the Town's medical insurance plan as primary coverage and the spouse shall not be obligated to participate in the medical insurance offered by his or her employer.

Section 27.0: COBRA - Continued Health Coverage

27.1: Employee Coverage

In accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), an Employee who is covered by the Town's group medical insurance is entitled to choose "continued coverage" or a temporary extension of health coverage on a self-pay basis if coverage ceases because:

- (1) the Employee's employment is terminated for a reason other than gross misconduct.
- (2) the Employee's hours of employment are reduced.

27.2: Spouse/Dependent Coverage

The Employee's election of continued coverage may also include a covered spouse and dependent children. The maximum period of continued coverage is eighteen (18) months. A spouse or dependent covered by the Town's group medical insurance is also entitled to purchase continued coverage if loss of group coverage occurs because of:

- (1) death of the spouse or parent (Employee);
- (2) termination for reasons other than gross misconduct or a reduction of hours of employment of the spouse or parent;
- (3) divorce or legal separation from spouse or of parents;
- (4) the spouse or parent becomes eligible for Medicare.

A dependent also has the right to continued coverage if he or she ceases to be a "dependent child" under the Town group coverage. For these events, the maximum period of continued coverage is thirty-six (36) months.

27.3: Discontinuation of Coverage

Continued coverage will end earlier than the eighteen (18) or thirty-six (36) months if:

- (1) individuals are covered under another health or major medical plan;
- (2) individuals do not make their premium payments when due;
- (3) individuals become eligible for Medicare;
- (4) the plan terminates for all employees.

27.4: Enrollment

All eligible Employees should complete an enrollment form upon employment. A detailed explanation of the coverage listed above, and an enrollment form can be obtained from the office manager.

The Employee shall be responsible for any and all costs for additional coverage made available but not part of the four plans outlined in the EXHIBIT contained in this section.

27.5: Subsequent Changes

The Town reserves the right to change insurance carriers at any time so long as the coverage provided to Employees is substantially the same.

Section 28.0: Retiree Health Insurance

Retiree health insurance coverage shall be in accordance with "Attachment C" hereto as may be amended from time to time.

Section 29.0: Blood Bank

29.1: Eligibility

The Town shall make available immediately to full-time Employees the option of joining the Blood Bank of Delaware group plan.

29.2: Terms

Annual dues shall be paid by the Town for full-time Employees.

Section 30.0: Educational Assistance

30.1: Eligibility

The Town shall make all reasonable efforts to provide financial assistance based on fiscal conditions to Employees who have completed his/her six (6) month training period who successfully complete a formal education course, which is not a prerequisite to employment, and which is directly related to the improvement of the Employee's ability to perform his or her assigned duties.

30.2: Terms

Police officers shall apply for any financial grants from the Delaware Criminal Justice Council tuition program available throughout the State before applying for the Town educational assistance program. If the State of Delaware program does not cover all eligible expenses, then the Employer shall cover the differential of eligible expenses. If the State program is discontinued, then this provision will be void.

Tuition and textbooks shall be fully paid by the Town upon successful completion of a pre-approved course at an accredited College or University. Indirect costs, such as transportation, food and/or lodging, are not eligible for reimbursement. Successful completion shall mean the receipt of a passing grade in the course. Costs incurred in the pursuit of any course for which the employee does not receive a passing grade shall be ineligible for reimbursement.

30.3: Enrollment

Employees must receive the approval of the Chief of Police prior to the commencement of the course. Such request for approval must be submitted in writing. Each Employee who

successfully completes a pre-approved course shall submit a written request for reimbursement accompanied by documentation of the grade earned and all eligible expenses incurred.

Any Employee who takes advantage of this program and receives reimbursement shall be required to complete at least two (2) years of employment with the Town after reimbursement or shall have the reimbursed amount deducted from his/her final check.

No Employee shall be eligible for benefits under this policy if enrolled and receiving benefits under any other Educational Assistance Plan such as the GI Bill or LEAA.

Section 31.0: Body Armor

The Town will supply personal body armor rated Tier 3A, unless an Officer requests a Tier 2, upon the certification expiration of currently issued personal body armor. Employees are responsible for proper maintenance of their department-issued personal body armor and to report any damage or wear to the Office of Chief of Police. Vests will be maintained in accordance with the manufacturer's recommendations and will be replaced upon certification expiration.

Section 32.0: Life and Accidental/Disability Insurance

The Town provides group life insurance, accidental death, dismemberment and loss of sight benefits including accident travel insurance at no cost to the Employee.

1. Group Life insurance and Accidental Death, Dismemberment & Loss of Sight Benefits. This coverage provides a benefit in the amount of \$50,000. Benefits are reduced to 65% at age 65 and further reduced to 50% at age 70 and terminate at cessation of employment or upon retirement.
2. Accidental Death and Dismemberment Travel Accident Insurance. This coverage is \$100,000.00 and is paid for loss of limbs or sight or of life. This benefit provides insurance while traveling on official Town business outside an employee's non work area, normally outside Smyrna Town limits. Coverage is not to and from work insurance or for on-the-job trips around Town. All eligible Employees should complete an enrollment or upon employment.

Section 33.0: Pension Plan

Effective January 1, 2016, the Town joined the State of Delaware Municipal Police / Firefighter Pension Plan. The Town shall make contributions to this Plan at the percentage determined by the State. Employees shall also contribute through payroll withholding, the specified percentage of salary each pay period that the State designates. All new hires as of January 1, 2016 will be entered into the State of Delaware Municipal Police / Firefighter Pension Plan. All retirees prior to January 1, 2016 will remain in the Town of Smyrna Police Pension program with the same benefits as at their retirement date. The Town furthermore previously agreed to lift the participation freeze in the Town of Smyrna Police Pension Plan and to permit limited re-enrollment in such Plan for certain Union members, as memorialized in a Resolution passed by the Town in or about April 2017, a copy of which is attached hereto as Attachment B.

Section 34.0: Credit Union Membership

34.1: Eligibility

The Town shall make available to Employees the option to become a member of Dover Federal Credit Union.

34.2: Terms

Employees may participate in the Credit Union, which offers a variety of financial programs and banking packages. Participation is totally at the individual Employee's expense via payroll deductions. Employees who wish to become members of the Credit Union may do so at any time and should notify the Town Manager.

Section 35.0: Union Activity

Employees shall not engage in any Union activity during working time except the duties of the Shop Steward or assistant Shop Steward that are designated by the Union with the agreement of the Chief of Police or their designee. If agreed to by the Chief of Police the Chief Negotiator, and the Chief of Police are permitted to meet on Union and Town business during working hours.

Section 36.0: Department Meetings

All Employees, unless specifically excused by the Chief of Police, are required to attend department meetings with pay. The meetings shall be scheduled by the Chief of Police.

Section 37.0: Benefits Standard

The Town agrees that all conditions of employment relating to wages, hours of work, overtime differentials, general working conditions and bonuses shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement.

Section 38.0: Alterations of Benefits

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or conditions or covenants contained herein shall be made by an Employee or group of Employees with the Town and in no case shall it be binding upon the parties hereto unless agreement is made and executed in writing between the parties and same has been ratified by the Union and the Town. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein. It is understood and agreed that, if any part of this Agreement is in conflict with the law, such part shall be suspended and the appropriate mandatory provision shall prevail and the remainder of this Agreement shall not be affected thereby.

Section 39.0: Restricted Duty/Return to Work

Subject to the conditions below, an employee who is unable to perform the essential functions of his or her position as a result of an injury or illness may be required to perform light duty assignments in the Town's discretion on a limited and temporary basis provided the employee is physically able to perform the duties of such light duty assignments. The conditions pertaining to light duty assignments are as follows:

1. When an employee is not capable of returning to his/her normal duties as a result of an injury and/or illness, but is able to perform light duty assignments, an employee will be considered by the Town for such light duty assignment within the Police Department, which shall be made on a limited and temporary basis, and may be required to take on such an assignment.
2. An employee's ability to perform the essential functions of his or her job as well as possible light duty work shall be determined: (a) in case of a work related injury by a Town designated physician or other physician acceptable to the Town, as permitted by law: or (b) on case of non-work related injury, by a qualified physician. The Town retains the right to require periodic medical evaluations as permitted by law.
3. Light duty assignments are not a transfer to existing or open positions, but are temporary assignments to perform appropriate tasks normally performed by other employees or to assist with special projects.
4. The Town Manger and Chief of Police will review the employee's physical restrictions as well as his or her education, training, experience, and skills to determine whether there are appropriate light duty assignments for which the employee is qualified and physically capable of performing.
5. If there are no meaningful tasks available that the injured employee is capable of performing, the employee will be sent home subject to being called back should appropriate light duty work become available.
6. A light duty assignment is not guaranteed to an injured employee and in no event will a position be created for the sole purpose of utilizing the injured employee in a light duty status. No elimination of any essential job functions of any actual position will be made to allow the employee to perform such position in a light duty capacity.
7. An employee who is assigned to light duty shall not be assigned to any duties, even temporarily, that would require the employee to perform duties that are not within the restrictions placed by the treating physician.
8. No light duty assignments under this policy will be made when an employee is unable to perform the light duty tasks for at least 4 hours in a day. Depending on the nature of the available light duty work, if any, employees being given light duty assignments may need to be temporarily assigned to a shift schedule that is different from their regular assignments.

9. Temporary light duty status will be initially granted for a maximum period of thirty (30) days. After the initial 30 day period and after any subsequent 30 day period of temporary light duty, the employee's situation will be reviewed primarily in light of the following factors:
 - Continuation of a favorable prognosis for full duty in the short term future, based upon the treating physician's periodic examination and statement thereof, and
 - The continuation of availability of an appropriate assignment, job or duty.
10. Notwithstanding anything else in this section 39.0, in the event that a medical evaluation by the treating physician determines that it is unlikely that the employee will be able to return to his or her normal position, any light duty assignment offered to the employee shall end immediately.
11. In the event multiple employees are simultaneously eligible for consideration for a light duty assignment pursuant to this section 39.0, and there is limited light duty work available, preference for any available light duty shall be given first to the employees whose injury or illness was incurred in the course and scope of employment and thereafter shall be governed by seniority. Notwithstanding, no employee may replace another employee within their 30-day light duty assignment period.
12. Employees placed in a light duty assignment will remain in their current rank during such assignment and will continue to accrue all benefits and wage increases to which they are entitled per the terms of this Agreement during such assignments.
13. Employees who are unable to work, in whole or in part, due to a work-related injury for which they are entitled to workers' compensation benefits shall receive their full rate of pay while receiving such benefits, as the Town will pay the employee the difference between their full rate of pay and the amounts they receive in workers' compensation benefits. Those employees who are placed in a light duty assignment due to an injury that is not covered by workers' compensation benefits shall be compensated on an hourly basis for all work performed in connection with their light duty assignment.
14. If and when an employee placed on a light duty assignment is released by his or her treating physician as medically capable of performing the essential functions of his or her regular position, he or she will be returned to that position immediately.

Section 40.0 :Layoffs

The Chief of Police in his discretion, and as authorized by Town Council, shall determine whether a reduction of rank and/ or layoffs are necessary. The Department shall give an employee at least

a fourteen (14) day notice prior to the effective date of any layoff. A copy of any notice of layoff shall be sent to the Union.

Reductions in rank, when necessary, shall begin in the higher ranks with the least senior person being set back one rank, should there be no vacancies in that lower rank, the process will be repeated until the authorized number is achieved at each rank. Layoffs, if necessary, shall begin with those employees having the least seniority in the department. This seniority shall be based on the employees' years of service. If two or more employees have the same start date, the least senior will be the employee with the highest identification number.

Employees who have been laid off shall have recall rights for two years from the date of their layoff, in the inverse order of their layoff.

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

Section 41.0: Duration of Agreement

This Agreement is effective from January 1, 2021 until 11:59 p.m., December 31, 2023. However, this Agreement shall remain in force and effect until a new agreement is entered into between the parties hereto. This Agreement shall be binding on the successors of the parties hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals this 21st day of December 2020.

Town of Smyrna, Delaware

General Teamsters Local 326

Andrew S. Haines

Paul Thornburg

Mayor Robert Johnson

Keith Buscemi

Janette Tarafa

Side Letter of Agreement

The Town of Smyrna and General Teamsters Local 326 agree that the rank structure and promotional policy, #1002-1, will be changed within the Police Department to reflect the addition of the Master Corporal and deletion of the Senior Patrolman First Class. In addition, the new pay scales for these ranks shall be noted in "Attachment A" of the new Collective Bargaining Agreement. The new rank structure is Patrolman, Patrolman First Class, Corporal, Senior Corporal, Master Corporal, Sergeant, and Senior Sergeant. The position of Corporal will not be a non-competitive position and available for all, but the minimum eligibility must be met for promotion, but the Corporal position will only require a passing score on the written exam of 60. The remaining scoring components outlined in the promotional policy shall not apply.

The policy will reflect five (5) years before being eligible for the rank of Corporal. Five (5) additional years for the rank of Senior Corporal and three (3) additional for Master Corporal ranks. The rank of Sergeant is a competitive position and the standards set forth in the current policy shall be maintained.

Further, the Town and Union agree that on January 1, 2021, all existing and eligible carryover benefit time (Sick, Vacation and Compensatory Time) from December 31, 2020, shall be combined into, and create, the employee's PTO bank. All eligible PTO benefits shall accrual on a monthly basis, as outlined in the Agreement.

Town of Smyrna, Delaware

General Teamsters Local 326

Andrew S. Haines

Paul Thornburg

Mayor Robert Johnson

Keith Buscemi

Janette Tarafa