

AN AGREEMENT BETWEEN
THE TOWN OF SMYRNA
AND
THE AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES
AFL-CIO, COUNCIL 81, LOCAL 2466
JANUARY 1, 2023 – DECEMBER 31, 2025

AGREEMENT

This Agreement is entered into this September 6, 2022, by and between the “Town of Smyrna,” a Municipal Corporation of the State of Delaware, hereinafter referred to as the “Town” or as the “Employer” and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 81, hereinafter referred to as “AFSCME,” the “Union,” or “Employees.”

ARTICLE I

1.1. PURPOSE

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, the Union and all affected employees during the term of this Agreement. Therefore, in fulfillment of this mutual obligation, the parties agree to the articles contained in this Agreement.

1.2 UNION RECOGNITION

A. The Town recognizes, AFSCME as the sole and exclusive collective bargaining agent for the employees certified by the Department of Labor and Industrial Relations, State of Delaware for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment in accordance with Title 19, Delaware Code, Chapter 13.

B. For the purposes of this agreement, the terms “Employee” and “Employees” shall include the following employees, and excluding all others (hereafter “Union Members”):

(1) All full-time employees occupying the positions set forth in Appendix A, with “full-time” defined as employees working on average thirty (30) or more hours per week during a calendar year.

C. The Union agrees that it will not accept into membership in this bargaining unit an employee of the Town other than those identified in the preceding paragraph 1.2(b).

1.3 UNION SECURITY

A. All employees who are, on the effective date of this Agreement, members of the Union, or any employees who becomes a member of the Union during the term of this Agreement shall remain members in good standing therein during the term of this Agreement by tendering the periodic dues uniformly required as a condition of acquiring or retaining membership. The Town shall provide the Union with notice of any newly hired employees, as to any job positions covered by this Agreement, and provide a representative from Council 81 with thirty (30) minutes to meet with the employee.

B. The Union shall indemnify and save the Town harmless against any and all claims, demands, suits or other forms of liability that may arise by reason of action take or not taken by the Town of Smyrna for the purpose of complying with any of the provisions of

this article.

1.4 PAYROLL DEDUCTION FOR DUES

- A. In accordance with 19 *Del. C.* §1305(c) & 1319, the Town agrees to deduct the periodic union membership dues uniformly required by the Union as a condition of retaining membership in accordance with the Constitution and By-Laws of the Union from the pay of employees.
- B. For the purpose of this article, the term “dues” shall not be deemed to include any fine, assessment, contributions or other forms of payment required from AFSCME members.
- C. Union members hereby authorize such deductions and assign to the AFSCME, from wages earned or to be earned from the Town as an employee, the regular Periodic dues as may hereinafter be established and become due to the Union as said membership dues in the Union.
- D. AFSCME Council 81 and the Local jointly and separately agree to indemnify and save harmless the Town any payments the Town may be required to make for the purpose of complying with the provisions set forth in Paragraph 1.4(a) of this section.
- E. Dues deductions shall be made from pay earned once weekly. Such withholdings shall be transmitted with a list of those from whom such deductions have been made.

1.5 MANAGEMENT RIGHTS OF TOWN

- A. 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 to eliminate part or all of existing job classifications; to promote, demote, transfer, lay off, conduct evaluations, recall to work and retire employees; to set the standards of productivity and the services to be rendered; to determine the amount and forms of compensation for employees; to maintain the efficiency of operations; to determine the personnel, methods, means and facilities by which operations are conducted; to set the starting and quitting time and, the number of hours and shifts to be worked; to assign overtime; to determine the length of the work week; to hire and assign or to transfer employees within the department; 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 ad assignments; to cease to provide special duty as a Town service, to establish, reduce, or increase the rate charged for special duty, to issue, amend and revise all policies, rules and regulations and practices including but not limited to special duty, 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 employees. 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.

The above rights of the Town are not all-inclusive but indicate the types of matters or rights, which belong and are inherent to the Town. Any of the rights, powers and authority the Town had prior to entering the collective bargaining sessions which resulted in this Agreement are retained by the Town except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

- B. The Town of Smyrna shall at all times have the right to discharge an employee for just cause. In order to be valid, the Town must issue any discipline to an employee within ten (10) working days of when the Town knew or should have known of the underlying incident giving rise to the discipline, provided, however, that in the event the Town has not completed its investigation of any incident, the Town Manager or Chief of Police, whichever is applicable, may extend the 10-day period to thirty (30) business days or further when reasonable to ensure objective fact-finding in coordination with Union local president. Without limiting the generality of the foregoing it is agreed the following matters constitute "just cause."
1. Failure to meet prescribed standards of work, morality and ethics to the extent that make an employee unsuitable for any kind of work in the Town.
 2. Abuse, theft or destruction of the Town property, including the abuse and theft of time by fraudulently clocking in early or out late without being on premise, excluding after-hours call backs.
 3. Incompetency, inefficiency or negligence in the performance of duty.
 4. Insubordination, including refusal to perform work assigned by the Town, his/her supervisor and/or those in authority over him/her.
 5. Conviction of a serious criminal offense.
 6. Notoriously disgraceful personal conduct.
 7. Unauthorized absences, or abuse of leave privilege or of sick leave.

8. Acceptance of any valuable consideration which constitutes a bribe.
 9. Consumption of intoxicating beverage or use of narcotic drugs during working hours, on Town of Smyrna property or in Town vehicles.
 10. Being under the influence of alcohol or narcotic drugs during working hours.
 11. Profane, obscene or insulting words toward the Town, or any of its members or supervisory employees, the public, or other employees.
 12. The use of Town vehicles and equipment for private purposes.
 13. Any other conduct which is not in keeping with standard applicable to employee in performance of his/her work.
 14. Failure of an employee to maintain a valid driver's license that lets him/her operate Town vehicles.
 15. Failure to maintain, any licenses required to perform one's job.
- C. Each new employee shall be placed on a one (1) year probationary period. During such probationary period, such employees may be discharged, transferred or demoted by the Town, with or without just cause, and such discharge, transfer or demotion shall not constitute a breach of this Agreement nor constitute a grievance.
- D. The Town shall have the right to discharge with or without cause any employee during the one (1) year, new hire probation period.
- E. Without limiting the generality of the foregoing, the Town shall have all rights and responsibility of management ordinarily heretofore exercised by the Town that are not specifically modified by this Agreement.
- F. No employee, without their consent, shall be required by any supervisory personnel of the Town of Smyrna to perform any services for any person, firm or Corporation other than for the Town itself in carrying out its official functions and services.
- G. The parties hereto specifically understand and agree that because of the number of employees and the size of operation of the Town activity, only a general classification of the services of each employee covered by this Agreement may be made.
- H. The Town is permitted to install Global Positioning System ("GPS") devices in vehicles operated by bargaining unit employees. The Employer may only discipline bargaining unit employees using evidence obtained from GPS devices if the Employer had probable cause to review the data contained and/or stored on the GPS devices, for reasons of public safety, security, and efficiency. The Employer shall not be permitted to randomly consult the evidence from GPS devices solely for the purposes of reviewing bargaining unit employee conduct or performance.

1.6 REPRESENTATION

- A. The Union shall designate (2) stewards to represent employees in the bargaining unit, and the Union shall submit in writing to the Town Manager or Chief of Police, whichever is applicable, the names of the Stewards within thirty (30) days of the signing of this agreement
- B. The Union employee designated as the Steward may leave his/her place of work without loss of pay, with the understanding that such time will be devoted to the proper investigation and processing of any grievance; provided, however, that such investigation and processing shall be done at such time as to not interfere with the essential services of the Town.
- C. The person designated as the Steward shall continue to work at his/her assigned job except when required to leave his/her work to handle grievances. The Steward will notify his/her immediate Supervisor on leaving or returning to his/her place of work.
- D. Special meetings may be arranged at any time by agreement between the Town Manager or Chief of Police, whichever is applicable or the Town Manager's or Chief of Police's representative and the Steward upon request of the Union representative or of the Town's representative. The representative of, AFSCME may participate in the special meeting. The party requesting the special meeting will notify the other party in writing, stating the subject or subjects to be discussed.
- E. All Union business, other than the processing of a grievance, shall be held outside normal working hours. The Union may request the use of Town property for the purposes of a meeting, as well as request the convening of Union meetings during operational hours, which shall be subject to the Town's approval in its sole and absolute discretion without prejudice
- F. Each employee, up to a total of five (5) employees, attending joint sessions with management for the purpose of negotiating a successor agreement will be paid by the Town for the time actually spent in joint sessions, including caucuses, and for reasonable travel time to the joint sessions, up to a total of twenty (20) hours per employee for all joint session, unless additional time is mutually agreed to, in writing by the chief negotiators; provided, however, that the five (5) employees shall include the two (2) Stewards designated by the Union under Article 1.6.A. Time spent outside of joint sessions, including, without limitation, Union meetings in preparation for joint sessions, will not be paid for by the Town.

1.7 STRIKES

During the term of this Agreement, the Union or Local or their representatives will not cause or sanction their members to cause or take part in any strike, sit-down, stay-in or slowdown, or other stoppage of work in any of the operations of the Town.

1.8 DISCRIMINATION AND COERCION

- A. Neither the Town nor any of its Supervisors or other agents or representatives shall discriminate against any employees because such employee is a member of or acting as a Steward, Officer, or other agent or representative of the Union. Nothing in this Section is intended to prevent a supervisor, foreman, or department head from discussing concerns regarding an employee's work-related performance problems with the employee or with Town management.
- B. Neither the Union, nor any Steward, Officer, or other agent or representative of either party shall intimidate or coerce any employee.
- C. The Town and, AFSCME have the policy and practice of nondiscrimination in selection, employment, promotion, demotion, transfer, layoff, termination, recall, rehire, training and education of personnel regardless of their race, creed, color, national origin, handicapped status, sexual orientation or sex. The application of this policy of nondiscrimination will continue based solely upon the individual's ability, performance and potential in accordance with the policy of the Town and the terms of this collective bargaining Agreement.

1.9 COMPLETE AGREEMENT AND SEPARABILITY

A. 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 in 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.

B. SEPARABILITY

In the event any 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.

ARTICLE II

2.1 GRIEVANCE PROCEDURE

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner. For the purpose of this Agreement, a grievance shall be defined as a disagreement which may arise between the parties concerning the application, meaning or interpretation of this Agreement, unless specifically excluded by this Agreement. A dispute is defined as any disagreement which may arise between the parties regarding matters other than those concerning the application, meaning or interpretation of this Agreement. If disciplinary action is taken, the Union shall, upon request, be provided a copy of all documents or relevant portions thereof, used as basis for the disciplinary action, except as limited by 19 *Del. C.* §1304(b).

All grievances that are reduced to written form shall be filed with the Town Manager's Office/HR Manager, or Chief of Police, to support transparency regarding workplace conditions and conflict resolution.

INFORMAL MEETING/CONFLICT RESOLUTION

Any employee having a grievance or dispute, or one designated member of a group having a grievance or dispute, may within ten (10) working days of the date the employee knew or should have known of the cause for the grievance or dispute, take the matter with their Supervisor who will attempt to adjust it; however, any employee may request the Supervisor to call the Steward to handle a specified grievance or dispute with the Supervisor. The Supervisor will send for the Steward without undue delay and without further discussion of the matter. The Steward may at this time privately discuss the grievance or dispute with the aggrieved.

STEP ONE

If the matter is not informally resolved by the Supervisor, it shall be reduced in writing on forms provided by the Union and signed by the employee(s) involved and the Steward. The grievance shall include a statement of the facts involved, the alleged violation of the Agreement (not applicable in the event of a dispute), and the remedy sought. The written Step One grievance shall be filed with the immediate supervisor and the Town Manager's Office/HR Manager. The Supervisor shall give their written decision within five (5) working days from the date the grievance was submitted in written form.

STEP TWO

In the event the immediate supervisor's decision is not satisfactory to the employee and 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 Town Manager's Office/HR Manager, which shall present to the department director. The department director shall confer with the employee or the Union and the department supervisor about the grievance within five (5) working days after the appeal is presented and shall render a written decision to the

employee and the Union within ten (10) working days. If the immediate supervisor is the department director and issued the Step One response, Step Two shall be skipped and Step Three shall be eligible for the employee and Union consideration.

STEP THREE

The department director's decision shall be final unless an appeal is filed with the Town Manager or Chief of Police within ten (10) working days of the department director's decision. A hearing shall be scheduled within then (10) working days of the appeal being submitted and the Town Manager or Chief of Police will render a written decision to the employee and the Union within ten (10) working days.

STEP FOUR

- A. If the decision of the Town of Smyrna is unsatisfactory, the Union may appeal to arbitration. Notice of intent to appeal shall be filed within fifteen (15) working days after Step 3 with the Town of Smyrna. Demand for arbitration shall be filed with the Town of Smyrna and the American Arbitration Association within thirty (30) working days after Step 3.
- B. The Arbitrator shall be selected under the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- C. The decision of the Arbitrator shall be final and binding on the parties. The Arbitrator shall be requested to issue a decision within thirty (30) days after the close of the hearing.
- D. The Arbitrator's decision shall be in writing and shall set forth the Arbitrator's opinion and conclusion on the issues submitted. The Arbitrator shall be without power to make any decision contrary to, inconsistent with, or modifying or varying in any way the terms of this Agreement.
- E. 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 Employer and the Union.
- F. The Union may initiate grievances at Step 3 over alleged violations of Articles III and IV where the aggrieved employee is unwilling to initiate or sign the grievance due to intimidation or fear of reprisal by the Employer without the need for a grievance initiated by an individual employee.
- G. Representative of AFSCME may be present at all meetings after Step 1, except as limited by 19 *Del. C.* §1304(b).
- H. The parties, by mutual consent, may extend or enlarge any time limit(s) contained herein by written agreement.
- I. Nothing herein shall prevent the parties from voluntarily submitting a grievance,

by mutual agreement, to non-binding grievance mediation with the Federal Mediation and Conciliation Service.

2.2 TOWN GRIEVANCES

Any grievance which the Town may have against the Union involving the interpretation or application of the Agreement shall be presented to the Steward of the Union with a copy of the Local president. In the event the matter is not satisfactorily adjusted within ten (10) days after such presentation, it may be appealed to Arbitration as provided for in Section 2.1, Step Four.

2.3 OBJECTIVITY

The Union and the Town are obligated, when reviewing or submitting complaints, grievances, appeals, or problems encountered, to make every reasonable effort to ascertain, document and represent the true facts relating to the situation in order to facilitate appropriate and timely resolution or action.

2.4 COOPERATION

The Union agrees to cooperate with the Employer, upon request, in formulating steps necessary to alleviate any abuses of responsibilities, rights or privileges by Employees of the unit which impede the efficient operation of the Town.

ARTICLE III

3.0 UNION CONVENTIONS AND TRAINING

The Town will grant leave for up to ninety-six (96) aggregate hours for employees to attend and serve as Delegates to Union Conventions and to attend any training AFSCME might offer each calendar year.

ARTICLE IV

4.0 SICK BENEFITS

ACCUMULATION OF SICK LEAVE

- A. All regular full-time employees are eligible to begin accrual of sick leave upon appointment. Temporary and part-time employees shall not accrue sick leave and shall be eligible for time off but shall not receive any compensation for the sick leave.
- B. Eligible employees shall earn sick leave at the rate of one (1) day per month of full-time employment up to a maximum of twelve (12) days per year; provided that for purposes of this Article, "one (1) day" shall be equal to eight (8) hours. Sick leave continues to accrue while an employee is on paid leave. Sick leave does not continue to accrue while an employee is on unpaid leave.

- C. Use of sick leave during the first six (6) months of employment shall require medical notes and the Union acknowledges the Town's right to enforce probation performance without prejudice.
- D. On the last day of each full month worked each employee will receive the equivalent in hours a monthly apportionment of the following sick leave benefit provided they are not on FMLA leave or a Leave of Absence. Sick leave shall accrue to a maximum of 1,200 hours (150) days in association with eligible short-term disability insurance benefits to supplement extended sick time leave.
- E. If one of the paid holidays occurs during the period in which the employee receives sick pay, he/she will be paid for the holiday and the day will not be charged to his/her sick allowance.
- F. Sick leave for an eligible employee shall be on a time off with pay basis and pay shall be computed at the employee's current regular weekly salary rate. Each employee who has exhausted all accrued sick leave shall not be paid for any absence because of a personal illness or injury. Each temporary or part-time employee who is unable to report to work due to a personal illness or injury shall reasonably be allowed time off work without pay during such absence.

Sick leave shall be granted for the following reasons:

- (1) A documented personal illness or physical incapacity resulting from causes beyond the employee's control;
- (2) A documented 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 reasonably scheduled after duty hours. Employees shall strive to make voluntary appointments at the very beginning or very end of a given shift to limit the operational impact on services;
- (4) medical appointments of a depended child, or a dependent adult or spouse with documented medical needs
- (5) A documented illness or injury of a member of the employee's immediate family. The immediate family shall be defined by eligibility within Bereavement Leave.

Sick leave shall not be granted for the following reasons:

- (1) While an employee is receiving Workmen's Compensation Leave Benefits.
- (2) Documented excessive abuse of Town policy without documentation and/or the employees' failure to engage in an interactive process.

- G. Absence for a fraction of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately but charged in an amount not smaller than thirty (30) minute increments. .
 - (1) Routine appointments, such as but not limited appointments in 4.F.3. above,

require the employee to return to work if appointments are not at the end of a shift or after hours. Routine appointments shall be deemed not to exceed 1.5-2 hours in duration. Failure to return to work or produce a medical note stating the need not to return to work, shall require the use of vacation time for time not worked to fulfill the eight (8) hour day.

- H. If an employee is eligible for immediate receipt of pension benefits under the conditions of the Pension Plan of the Town or State, or dies while actively employed by the Town, they or their estate shall be paid for one-half (1/2) of accrued sick time; provided, however, that the maximum amount to be paid under this Article shall be equivalent to one hundred and sixty (160) hours' pay. An employee shall not be eligible if he/she is terminated due to gross misconduct or does not leave in good standing with the Town.
- I. While an employee is on sick leave, benefits shall continue as though on a regular duty. When the employee returns from such leave, the time spent on leave shall be considered as continuous service in computing vacation and sick leave.
- J. Each employee who will be absent from work due to an unforeseen personal illness or injury shall report such absence to his or her supervisor prior to the employee's scheduled starting time. Because of the critical nature of shift work, a shift worker must notify the on-duty shift supervisor of an unforeseen need 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.
- K. Illness or injuries during working hours shall comply with Town workers compensation injury policies and/or report the active illness directly to their supervisor or the HR Manager. Illness may require pandemic screenings as determined by the Town.
- L. An employee claiming sick leave in excess of three (3) days shall furnish a doctor's certificate to the Town, unless otherwise required by this Agreement. The Town shall have the right at any time to require an employee claiming less than two consecutive days' sick leave to furnish a medical certificate to the Town based upon reasonable cause. Failure to comply to reasonable cause requests shall be deemed acts of insubordination and addressed through progressive disciplinary policies up to and including termination.
 - (1) Each employee who knowingly falsifies information provided to the Town regarding any personal illness, injury or absence related thereto shall receive no compensation while absent and may be subject to termination from employment for such falsification of information.
 - (2) Individual records of all sick leave credit and use shall be maintained as part of the personnel records of the Town.
 - (3) Town employees unable to perform their duties because of illness or injury not related to the job will be charged sick leave for those periods of absence

which are substantiated by a doctor's certificate.

- M. Sick abuse shall be defined as pattern absences (e.g., frequently calling out sick in connection with weekends, vacations and holidays), and using sick leave when the employee has nonavailable. Department supervisors shall take the following measures with an employee who engages in sick abuse:

(1) Counseling:

The supervisor shall advise there is a concern regarding the employee's performance with the town and inquire if there is anything the Town should be aware of that is impact their performance. Any reference or suggestion of a medical issue shall be referred immediately to the Town Manager's Office/HR Manager. The Town actively supports and complies with state and federal ADA and medical accommodations requirements.

(2) Corrective Measures:

All performance issues shall be consistent with Town policies and if necessary, a Performance Improvement Plan (PIP) will be issued to document corrective actions.

(3) Disciplinary Measures:

Each medical or accommodation matter is based upon its unique and specific set of facts. Performance issues will be addressed through the PIP process, which will outline potential disciplinary measures if performance is not improved.

- N. The Town complies with state and federal Family Medical Leave Act (FMLA) and the pending Healthy Delaware Families Act (HDFA).

- (1) The Union and Local agree the required contributions will start on January 1, 2025 without prejudice to the Town.
- (2) HDFA benefits will be eligible on January 1, 2026.
- (3) The Town may choose to implement its own version of HDFA, as authorized in Senate Substitute No. 2, for Senate Bill No. 1, as amended by House Amendment No. 1.
- (4) **Healthy Delaware Families Act.** The Employer and the Union recognize the pending HDFA, as established by the State of Delaware, and agree to meet in late 2023 or no later than first quarter 2024 to further discuss its future status. At this time, the Employer and Union agree it may be in the best interest of the organization and all its employees, including those not included within this Agreement, to create a homegrown family leave policy. No town-specific policy is agreed upon at this time, and in the absence of agreement in the future, the Employer and Union shall comply with the HDFA as written.

4.1 DEATH IN THE FAMILY

All employees that need to take time off due to the death of an immediate family member should notify the Front-line Supervisor or Manager immediately, and report to the HR Manager. The employee may be required to provide proof of the family member's death and relationship. The employee must notify the Front-line Supervisor or Manager, in writing, if the bereavement leave is to be used at another time than the time immediately surrounding the time of death of the family member, which may require Town Manager or Chief of Police approval if services or time-off request is greater than 14-days from the notice of passing. This written request must be provided within seven (7) days of the death of the family member. Up to five (5) days of paid bereavement leave will be provided to regular full-time employees for the death of a member of the employee's immediate family. Immediate family shall be defined by the Town's Nepotism Policy, also noted as the following subject to change with the Nepotism Policy: spouse, parent, child, grandparent, aunt, uncle, niece/nephew, first cousin, brother, sister, grandchild, mother-in-law, father-in-law, daughter-in-law, son- in-law, sister-in-law, brother-in-law, stepmother or stepfather, or persons who are in an established, romantic relationship with the employee.

- A. If additional days off are needed, such time may be charged to vacation time.
- B. One (1) day of bereavement leave shall be equivalent in time off to the number of hours in the employee's regularly scheduled shift. Employees shall be paid for eight (8) hours for each day of bereavement leave, regardless of the number of hours the employee is scheduled to work.

4.2 LEAVE – ACCIDENT PAY

- A. Whenever an employee without any accrued sick leave is absent from work as a result of an injury or sickness compensable under the Workers' Compensation Act (Act), said employee shall receive whatever benefits the Act provides.
- B. Wherever an employee having accrued sick leave is absent from work as a result of injury or illness compensable under the Workers' Compensation Act, they must apply for the benefits payable under said Workers' Compensation Act and may receive from the Town the difference between the amount paid under the Act and their regular pay for a period of sixty (60) workdays, then charging such difference against their accrued sick leave in the manner hereinafter provided. When the employee shall have used up all accrued sick leave, such employee shall thereafter be entitled to receive only those payments under the Act.
- C. To obtain the benefits above set forth, the employee shall exhibit his/her Workers' Compensation check to the Town so that the Town may calculate the difference to be paid to the employee under the foregoing formula. The employee shall then retain the Workers' Compensation check and shall receive on the following payroll period, the difference between the benefits under the Act and his/her regular pay, according to the foregoing formula.
- D. Any employee who is injured on the job must immediately report that injury. If an injury is not immediately apparent and is later confirmed by a physician, the

employee must update their injury claim within twenty- four (24) hours of the diagnosis or as required by the Act insurance provider. Employees who fail to report an injury as required by this Article shall be denied Worker’s Compensation benefits and potentially subject to discipline, with acknowledgement that timely written notice to their supervisor shall constitute good faith reporting of non-threatened, benign incidents that were not immediately apparent.

4.3 JURY AND WITNESS FEES

- A. An employee who is subpoenaed as a witness in a case or matter that relates to employee’s work with Employer or that is otherwise required or requested by the Employer (defined as “Work Related Case”) or summonsed for jury duty shall be paid for time lost for such service at the basic straight-time hourly rate for each day served as a witness or juror. If an employee is subpoenaed as a witness in any case or matter other than a Work-Related Case or is required to appear in court in a case or matter other than a Work Related Case, the employee shall be required to use vacation time to be paid for such absence; otherwise, such absence shall be considered an approved, unpaid leave of absence.
- B. Subject to Article 4.3.C, employees required to appear as a witness in a Work-Related Case, or summonsed for jury duty, shall receive compensation in the amount of his/her normal wage, based upon a standard work week for the position, and the employee may keep any other compensation received from any other source for such appearance.
- C. Employees summonsed for jury duty and who are released from jury duty such that he/she may arrive at his/her normal place of employment with four (4) or more hours remaining in his/her scheduled workday shall be required to report to work for the remainder of his/her shift. Employees who fail to so return to work may be subject to discipline and, in addition, shall forfeit the right under Article 4.3.B to be compensated for the workday.
- D. Employees summonsed for jury duty may be required, at the discretion of the Employer, to request to be excused or released from jury duty due to the public safety needs or other compelling needs of the Employer; provided, however, that the Employer acknowledges that such excusal or release is understood to be wholly within the discretion of the Court summonsing such jury duty.

4.4 MILITARY LEAVE

- A. Eligible employees who enter either active or inactive training duty or service in the Armed Forces of the United States, including being in the Reserves or National Guard, shall be entitled to any and all rights provided for under the Uniformed Services Employment and Reemployment Rights Act (“USERRA”), including rights to seniority and reinstatement as provided for under USERRA.
- B. Employees on approved military leave under this Article shall be paid the pay differential between his/her normal wages and the compensation received from the

military, for the first ten (10) workdays of such military leave; provided that the employee provides at least ten (10) working days' notice of the need for such military leave, or notice as soon as possible where ten (10) days' advance notice is not practicable under the circumstances. A copy of the employee's pay voucher from military leave must accompany any request for military pay differential. At the end of such ten (10) day period, the employee may elect to use any and all of his/her accrued and unused vacation time during the remainder of such military leave.

4.5 ABSENCE WITHOUT LEAVE

- A. An absence of an employee from duty, including any absence for a single day or part of a day that is not authorized by the Town in advance shall be deemed to be an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action. In the absence of such disciplinary action, any employee who is absent for three (3) consecutive working days without leave shall be deemed to have quit and terminated without prejudice.
- B. Employees, however, may request a meeting with the Town Manager or Chief of Police, whichever is applicable, or Town Manager or Chief of Police designee to explain extenuating circumstances for absence without leave. The Town Manager or Chief of Police or its designee after considering such extenuating circumstances may allow employees to return to work without discipline or with reasonable conditions for employment.

ARTICLE V

5.0 VACATION

- A. All regular full-time employees shall accrue on January 1 of each year his/her allotment of vacation for that calendar year; provided that for purposes of this Article, each "day" shall be equal to eight (8) hours.
- B. Zero (0) but fewer than five (5) completed years of service at the rate of twelve (12) days per completed year at the rate of one (1) day for each completed month.
- C. At least five (5) but fewer than ten (10) completed years of service at the rate of fifteen (15) days per completed year at the rate of one and one-quarter (1 ¼) days for each completed month.
- D. At least ten (10) but fewer than fifteen (15) completed years of service at the rate of eighteen (18) days per completed year at the rate of one and one-half (1 ½) days for each completed month.
- E. At least fifteen (15) but fewer than twenty (20) completed years of service at the rate of twenty-one (21) days per completed year at the rate of one and three-quarter (1 ¾) days for each completed month.

- F. At least twenty (20) or more completed years of service shall earn at the rate of twenty-four (24) days per completed year at the rate of two (2) days for each completed month.
- G. Vacation time is cumulative from year to year; however, total accumulated vacation time shall never exceed the lesser of: (i) two times an amount of time equal to the employee's maximum vacation leave which could be earned in the current year of service; (ii) or thirty-five (35) days. If an employee has accumulated more than the maximum allowable amount of unused vacation leave on January 1 of any year, the amount of accumulated vacation days shall be reduced to the permitted maximum, and any unused balance forfeited; provided, however, that if the employee has so exceeded the maximum allowable amount as a result of the Employer's unreasonable denial of vacation leave during the preceding December of more than three (3) days, then the employee may carryover up to an additional three (3) days. Any such carryover of vacation time shall not affect the amount of vacation time earned or accrued during that year.
- H. All vacation shall be on a time off with pay basis for eligible employees and pay shall be computed at the employer's current weekly salary rate or based on 40 hours for hourly paid employees.
- I. While an employee is on vacation leave, benefits and other leaves shall accrue as though on regular duty.
- J. All regular full-time employees may, during the month of December, sell back to the Town up to a maximum of five (5) days of accrued but unused vacation leave earned by the employee since the prior December. The payment in lieu of vacation shall be made only in December of each year and shall be deducted from the current calendar year's unused vacation leave the employee must submit a completed "Vacation Sell Back Request" form to the Town Manager's Office/HR Manager by November 15. The employee will be paid based on his or her base salary at the date of the issuance of the pay back check. Pay in lieu of vacation shall not be considered pay for pension purposes. The Town will not make pension contributions based on the pay, and the pay shall not be used to compute pension benefits.
- K. Department heads shall schedule vacation leave with particular regard to the operating requirements of the Department. The scheduling of vacation periods shall be based on seniority and is always subject to be changed at the discretion of the Town Manager or Chief of Police or the Department head in the event of changing circumstances or emergency needs.

5.1 HOLIDAYS

- A. All full-time employees shall receive a regular day's pay for the following holidays:

- | | |
|-------------------------------------|-----------------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King, Jr. Birthday | 8. Veterans' Day |
| 3. Presidents' Day | 9. Thanksgiving Day |
| 4. Good Friday | 10. Friday after Thanksgiving Day |
| 5. Memorial Day | 11. Christmas Eve |
| 6. Independence Day | 12. Christmas Day |

- B. Unauthorized absences before or after a holiday may require a medical note or be viewed as a performance issue and addressed through progressive discipline up to and including termination.
- C. Employees scheduled to work as part of their scheduled work week on the above holidays shall be paid a regular day's pay for the holiday.
- D. Employees not scheduled to work on the holidays, but are required to work, shall be paid at a rate of one and one-half (1 ½) times their rate of pay for the holiday.
- E. Should any of the above holidays fall on Saturday, Friday will be observed as the holiday. If the holiday falls on a Sunday, Monday will be observed as the holiday. If Christmas Eve falls on a Friday, Thursday will be observed as the holiday.

5.2 NEW / FULL-TIME HIRE PROBATIONARY PERIOD

Employees shall be regarded as temporary (probationary) until their names have been placed on the Seniority List. Employees may establish seniority one (1) year after their date of hire. If retained by the Town thereafter, their names shall be placed on the Seniority List as of date of hiring. During such probationary period, employees may be discharged, transferred, or demoted by the Town without the same causing a breach of this Agreement or constituting a grievance.

5.2.1. Promotion/Career Position Growth

Employees that are promoted into a job position shall be reclassified to that positions wage rate presented in Appendix A and be no lesser than the Base Wage or the next step above their current rate, whichever is the higher. Promotions shall require a 30-day promotion probation. If an employee is not successfully performing their new role after 30-days, they will revert to their previous position and pay. Assessment on successful performance shall be confirmed after 30days and at the discretion of the Town.

5.3 SENIORITY

- A. Seniority as used in this Agreement shall be defined as the covered length of continuous service as a Union member with the Employer. A new employee who satisfactorily completes the probationary period shall have his or her name placed on the seniority list as of the date of hire.
- B. In cases of layoff, employees shall exercise seniority privileges downward, displacing employees in the next lower rated occupation of their work group, but subject, however, to the need of the Town to properly perform its functions.

- C. Employees shall be recalled in the inverse order of layoff. In the exercise of seniority for layoff and recall of employees, consideration shall be given to the classification of work and the qualifications of the employees to satisfactorily perform the work required. Town shall have the right to determine which classification shall be necessary in cases of recall.

5.4 The seniority of employees will be shown on the seniority list to be retained in the Town office of operations. Stewards and the Chairman of the Grievance Committee will have access to the seniority list.

5.5 LOSS OF SENIORITY

An employee shall lose seniority and his/her employment with the Town if:

- A. The employee quits.
- B. The employee is discharged for just cause.
- C. The employee who is laid off fails to report for work within a period of three (3) working days after being recalled by certified letter sent to the last known address as shown on the records of the Town.
- D. The employee fails to report for work at the termination of leave of absence.
- E. The employee is separated from the payroll of the Town for more than one (1) year.
- F. An employee voluntarily retires or is automatically retired under the terms of the retirement plan.

5.6 **HOURS OF WORK – PREMIUM RATES**

For the purpose of computing overtime premium pay, the regular working day is eight (8) hours and the regular working week is forty (40) hours.

The work schedule of each Town employee shall be established by the department supervisor. The normal work hours shall include a one-half (1/2) hour period for lunch and two (2) ten (10)-minute breaks as scheduled by the department supervisor.

A. **Straight Time**

An employee shall be paid straight time:

1. For the first eight (8) hours worked in any continuous twenty-four (24) hour period, beginning with the employee's starting time.
2. For the first forty (40) hours worked in the employee's regular work week.

B. Time and One-Half

An employee will be paid time and one-half:

1. For time worked in excess of eight (8) hours in any continuous twenty-four (24) hour period, beginning with an employee's starting time, except as hereinafter provided.
2. For time worked in excess of forty (40) hours in an employee's regular work week.

C. Double Time

For time worked on scheduled holidays as defined in Section 5.1, Holidays.

D. Compensator Time

Compensatory Time (Comp Time) shall be an option in lieu of immediate overtime wage payment at the employee's election, up to the maximum eligible permitted balance, which shall never exceed sixty (60) hours. Comp Time shall accrual at a rate of 1.5x hours and be used at straight (1.0x) hours. Comp Time shall be entered and processed through the town's payroll software system, and no manual tracking of time and accruals is permitted. Comp Time should reasonably be used no greater than 30-days from its request, with the intent to not alter or impact the Employer and Union Agreement on vacation time and seniority. Managerial discretion for requests beyond 30-days is understood.

Any Comp Time accruals existing after the Thanksgiving holiday shall automatically be paid out and the employee's accrual returned to zero (0), which shall be approximately the first week of December depending on how payroll cycles fall.

E. Working Out of Grade

Each regular, full-time Employee of the Union that is directly assigned by Employer management to perform duties defined that of a higher pay position for a period of time that exceeds four (4) hours in a given shift, shall receive out of grade pay on top of their current base wage. The value difference shall be four percent (4%) above the employee's current wage, or the minimum assigned pay value of the position being performed, whichever is the highest value. Directives to perform lower paid tasks shall not result in any reduction of wages.

F. Call In Pay

In the event an employee is called back for a job after leaving the premises of the Town, employee shall be guaranteed a minimum of two (2) hours' pay at one and one-half of the employee's straight time hourly rate (the equivalent of three (3) hours' pay at regular rates); provided, however, that:

1. The Town in its discretion may require employees (called back to work) to

perform work for the entire two-hour period for which pay is being made.

G. Overtime Rate Calculation

An employee's overtime rate of pay shall be one and one-half (1 ½) times the employee's base rate of pay and shift differential. For purposes of calculating overtime, vacation time, sick time and holidays shall be counted as hours worked.

H. Wage Progression | Appendix A Step System

The following is to provide a summary of the intended application to wage benefits established in Appendix A. In general, it is understood that:

- New hires are to start at the Base Wage of the associated position pay grade, unless otherwise provided by policy or this Agreement.
- Merit growth progression from the Base Wage to Steps 1-4 shall occur on an annual basis, on the full-time employment anniversary date of an employee.
- Merit progression shall be confirmed in written form based on positive performance, and unsatisfactory performance shall result in a performance improvement plan ('PIP') and delayed merit step progression.
- Upon successfully completing the PIP then an employee is eligible for the step increase; however, the effective date is not retroactive to the anniversary date, but rather upon completion of the PIP.
- If a promotion occurs prior to an anniversary date, and if an employee is eligible for a step increase while on a Promotion Probation, then the step increase is delayed until the successful completion of the probationary period. The step increase is not retroactive to the anniversary date, but rather upon completion of the promotion probation.

ARTICLE VI

6.0 CLOTHING ALLOWANCE

- A. The Town shall provide full-body uniforms for employees: (i) of the Public Works Department and its divisions; and (ii) working as Building Inspectors and as Police Telecommunications Specialists. The Town shall provide top torso uniforms for employees working in the Customer Service Representatives. The Town Manager or Chief of Police, whichever is applicable, shall have the discretion to require uniforms for other employees who are filling in for absent employees or as required to assist employees wearing uniforms. These employees shall be required to wear uniforms while on duty so that they will be easily identified as Town employees.
- B. The employee is responsible for reasonable care of his/her uniforms. Therefore, the cost of avoidable damage or loss of uniforms shall be paid by the employee. An employee shall wear his or her uniform properly, shall not allow it to be worn by others and will wear it only during working hours, or to and from work. Upon separation from employment, the employee shall return his or her uniform(s) to the Town.

- C. The Town shall provide safety shoes to employees that are required by the Town Manager or Chief of Police, whichever is applicable, to wear safety shoes in performing their job duties. The Town shall directly pay or reimburse an approved safety shoe up to \$200.00 with prior authorization and the shoe shall meet the approval of the Town. Approval of additional shoes or reimbursements beyond \$200 shall be at the discretion of the Town.
- D. The Town Manager or Chief of Police, whichever is applicable, agrees to maintain the current prescribed number of uniforms and the current safety shoe allowance and necessary safety equipment for the life of this Agreement.

ARTICLE VII

7.0 SAFETY

- A. The Town agrees to make reasonable provisions for safety and health of the employees during hours of their employment. Where the protection of property or the safety of employees, or the welfare, or public health and safety are involved, or any other emergency condition shall arise, the situation shall be reported immediately to the responsible employee on duty and to their supervisor. Any other complaints that arise as to safety and health which are not of an emergency nature will be taken up under the grievance procedure.
- B. The Town will, at its expense, provide protective devices and safety equipment as is appropriate to the work performed, such as, but not limited to:
 - 1. First Aid kits in areas where needed.
 - 2. Goggles suitable to handle acid.
 - 3. Rubber gloves suitable to handle chemicals.
 - 4. Gas masks suitable for chlorine gas.
 - 5. PPE's needed to support the health of employees during a pandemic.
 - 6. Other safety equipment which may become necessary during the term of this Agreement and agreed to by the parties.
- C. All equipment issued to employees is the property of the Town and is the responsibility of the employee.

7.1 BULLETIN BOARD

The Town agrees to provide reasonable bulletin space labeled with the Union's name where notices of official Union functions will be posted. All notices must be countersigned by the Steward.

7.2 LOYALTY

- A. The Union agrees that the employees of the unit which it represents should individually and collectively perform loyal efficient service, that it will use its influence and best effort to protect the effectiveness of the service rendered to the

Town, that it will safeguard the integrity of employee performance to the maximum extent possible, and that it will cooperate in promoting and advancing the morale of its employees and the welfare of the Town.

- B. The Union is obligated to actively support the employer's efforts to eliminate waste; conserve materials and supplies; uphold high standards of workmanship and conditions which adversely affect or hamper the efficiency of the operation of the Town and encourage the submission of improvements and cost reduction ideas.

7.3 EDUCATION

- A. The Town may require employees to attend courses which the Town feels protect the health, safety and welfare of the employee in the performance of their duties, as well as courses that may be mandated by State or Federal Government that allow an employee to perform certain jobs.
- B. In the event that the State or Federal Government requires certification on the part of an employee to perform the functions of his or her current job, such employee must obtain said certification.
- C. The Town will be responsible for compensation when an employee takes training outside of their normal work hours or when a course is approved by the Town Manager or Chief of Police, whichever is applicable. Approved education and training may reasonably adjust the normal eight (8) hour workday when planned in advance.
 - 1. Voluntary education and training requests are at the discretion of the Town and may include reasonable conditions for mutual benefit.
 - 2. Approved education and training shall comply, where applicable, to the Town's Personnel Manual regarding travel and education.

7.4 ALTERATION OF AGREEMENT

- A. 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 hereto.
- B. 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.
- C. It is understood and agreed that if any part of this Agreement is in conflict with the mandatory federal or state laws, or mandatory provisions of the Town Charter, that such part shall be suspended and the appropriate mandatory provision shall prevail, and the remainder of this Agreement shall not be affected thereby. It is further agreed that in the event any part of the Agreement is declared to be illegal, the

parties shall meet within thirty (30) days of written notice, by either party to the other, to negotiate the modification or elimination of such provision.

- D. It is understood and agreed that if any part of this Agreement is in conflict with the Town's Personnel Manual, then the terms of this Agreement shall control.

ARTICLE VIII

8.0 SALARY

Members of the bargaining unit shall receive wages as established on APPENDIX A

The following is the criteria for advancement within the members of the bargaining unit who are employed in the Employer's Public Works Electrical Division:

Public Works – Electric Division – Career Ladder Education/Requirements

Groundman/Apprentice:

Under the direction of the electrical supervisor and journeyman lineman, the groundman/apprentice is responsible for building, maintaining and repairing overhead and underground power distribution lines within the scope of his/her training in a safe and efficient manner within accepted operation standards, approved policies and procedures.

- Use apprentice-level knowledge of electrical line work to safely construct and maintain electrical distribution line.
- Drives and operates necessary equipment to frame and set poles, lay wire, connect and disconnect services and tree trimming.
- Assist lineman in performing line patrol. Replace and repair services drops, as needed.
- Install service, connect, disconnect and reconnect as assigned.
- Assist with street light maintenance and installation.
- Progressively learn the skills to become a journeyman lineman.
- Be available to be on-call as assigned.

Journeyman Class 3:

Everything an apprentice is required to do, with the following:

- Achieved after two years' experience and approval from electric supervisor and completion of following online modules/training currently offered at Northwest Lineman College, or equivalent (at Town of Smyrna expense via approved educational provider):
 - Electrical Systems.
 - OSHA For Power Delivery
 - Live-Line Equipment and Materials
 - NESC 1

- Personal Protective Grounding
- Climbs poles of all types and performs jobs required of lineman off the poles, including changing out arms, transformers, conductors, etc.
- Respond to power outages and customer problems and start learning to troubleshoot problems and retire old power lines as required.
- Directs, guides and trains personnel at the groundman/apprentice level position.
- All training shall contain emphasis on safe work practices, including NIMS, ICS-100 and FEMA IS-700 Training and receipt of Certifications on Pole Rescue

Journeyman Class 2:

Everything a journeyman class 3 is required to do, along with the following:

- Achieved after five years' experience and approval from electric supervisor and completion of following online modules/training currently offered at Northwest Lineman College, or equivalent (at Town of Smyrna expense via approved educational provider):
 - NESC 2
 - Trouble Investigation.
- Inspects lines, poles and equipment for damage or wear and reports deficiencies.
- Directs, guides and trains personnel in lower level positions.
- All training shall contain emphasis on safe work practices.
- Has a firm grasp on troubleshooting problems and power outages.
- Observe and begin learning the electric distribution feeds and circuits to become familiar with the system.
- Begin learning how to read maps of developments and learn how to back feed and do switching, as needed.

Journeyman Class 1:

- Achieved after ten years' experience and approval from the electric supervisor and completion of following online modules/training currently offered at Northwest Lineman College, or equivalent (at Town of Smyrna expense via approved educational provider):
 - Crew Leadership.
- Directs, guides and trains personnel in lower-level positions.
- All training shall contain emphasis on safe work practices.
- Has a firm grasp on electric distribution feeds and circuits with the system.
- Has a firm grasp on reading maps of development layouts and is able to direct lower level personnel for back feeding and switching, as needed.
- Is able to assist the lead lineman with his/her responsibilities and is able to fill in for him/her for short time periods.

- Should be aware on how to do switching at the substation and the general layout of the facility.
- Training to include Certification on Bucket Rescue

Public Works – Municipal Worker 1-3 – Career Ladder Education/Requirements

1. Municipal Worker (MW) 1 shall be the entry level laborer position for the Employer unless otherwise specifically recruited for a MW2+. New hires that possess demonstrated years of experience and possess position criteria (e.g. CDL-B), may start at a MW2 with consultation of the HR Manager and approval by the Town Manager.
2. Municipal Worker 2 shall be the position advancement for a MW1 after thirty-six (36) full-time consecutive months worked and maintaining a positive performance appraisal, with wage and step progression as defined in this Agreement. A MW2 may advance to a MW3 with less than seventy-two (72) months with consultation of the HR Manager and approval by the Town Manager.
3. Municipal Worker 3 shall be the position advancement for a MW2 after seventy-two (72) full-time consecutive months worked and maintaining a positive performance appraisal, with wage and step progress as defined in this Agreement.

8.1 LONGEVITY PAY

Longevity, as it was historically identified and applied, is repurposed in the negotiation of the 2023-2025 Agreement. The values are blended into the creation of wage matrix, as outlined in Appendix A. Effective January 1, 2023, longevity will no longer exist as a separate compensation value.

8.2 HEALTH CARE

The Town shall provide full-time employees individual employee coverage under a major group medical insurance plan. The employee shall have the option of covering eligible dependents under the same group plan. The cost of the individual and dependent coverage shall be allocated as follows:

<u>Year</u>	<u>Town Contribution</u>	<u>Employee Contribution</u>
2023-2025	75%	25%

- A. All current employees of the Town who were members of the bargaining unit on December 31, 2011 shall retain all benefits and provisions of the existing pension plan through December 31, 2011. There will be no change in the applicable multipliers, or any service requirements for service prior to December 31, 2011.
- B. Effective January 1, 2012, all current Town employees who were then members of the bargaining unit are covered by a revised pension plan. Under this revised pension plan employees are required to make a contribution of 3% of their respective annual base salary above the first \$6,000 of earnings in a calendar year. The multiplier for credited service for pension purposes after January 1, 2012 shall be 1.67%. All other pension provisions remain unchanged.

- C. All bargaining unit employees hired on or before December 31, 2011 will be covered by the current plan and the revised plan. All bargaining unit employees hired on or after January 1, 2012, shall be eligible for participation in Delaware's County/Municipal Pension Plan, and that all such employees currently working for Employer as of the date of this Agreement shall be enrolled in Delaware's County/Municipal Pension Plan.

ARTICLE IX

9.0 Epilogue Agreement Language

9.0.1 Telecommunication Specialists

The Employer and Union agree that benefits outlined throughout the Agreement the reference eight (8) hour shifts/days shall be construed as twelve (12) hour shifts/days for any eligible Telecommunication Specialist employee. This includes both the accrual and usage of benefit time, e.g., accrual of Sick Time of one day (8 hours) shall be one day (12 hours). Unless otherwise specified, no other alteration of benefits or terms of this Agreement shall be permitted.

9.0.2. Telework

When a Union position held is one that can be performed remotely, which is measured and assessed at the sole and absolute discretion of the Employer, limited use of teleworking is envisioned under this Agreement. The Employer may eliminate the permitted use of telework when it is viewed in the best interest of operations, and without prejudice to the employee. In-person work must resume, or if not able to return to work for personal or medical reasons, eligible sick, vacation, or comp time shall be required. If telework is authorized, then:

1. Union agrees all eligible employees must annually sign the telework policy. Failure to sign shall be deemed denial of telework eligibility.
2. Union agrees that all eligible employees shall meet the standards of the policy, shall remain active and responsive throughout the scheduled shift and failure to reasonably respond shall be deemed failure to work and investigated as insubordination.
3. Any and all connectivity shall be at the sole and absolute requirement of the employee to provide at his or her remote location, without cost to the town, and without prejudice to who is or is not eligible to maintain digital broadband or cellular connections. In the absence of a residency requirement within this Agreement, the locale of an employee and potential lack of broadband opportunities shall not be a material matter of a grievance against the Employer for denied telework requests.
4. Any and all actions and performance during telework hours shall be consistent with performance expectations while at the office, which includes measurable productively and personal use of the internet/social media/applications that are non-work related.

9.0.3. Planning & Inspections Position Assessment

Employer and Union agree to meet and review three (3) positions established in Appendix A: Permit Technician (1&2), Planning Technician (1&2), Zoning Administrator to mutually review the job-specific details, clarify and reclass if found in conflict; however, shall in no manner supersede the Employers Section 1.5, Management Rights. The intended spirit of this section is to provide elaboration that was viewed as administrative but not further limit the

ratification of the overall Agreement.

9.1 Duration

This Agreement will become effective on January 1, 2023 (regardless of the date of its formal and complete execution) and shall remain in effect until 12:00 midnight on December 31, 2025. This Agreement shall be automatically renewed from year to year thereafter, unless either party shall give the other party written notice of their desire to terminate, modify, or amend this Agreement. Such notice shall be given to the other party in writing by certified mail, on or before November 30, 2025, or on or before November 30 of any subsequent year. In the event either party shall elect to open the Contract for negotiations, those negotiations shall begin no later than thirty days after the December 31 date. Any such notice by the Union shall be sent to the Town Manager addressed to the Town Hall, and any notice to the Union shall be sent to the then current address of AFSCME, Council 81. This Agreement shall be binding upon the successors of the parties hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals this 6th day of September 2022.

TOWN OF SMRYNA

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
LOCAL 2466



Torrie James, Acting Manager



Mike Burns, Council 81



Valerie Heritage



Jeff Wood



Wanda Allison



Stephen Deleo

APPENDIX A

2023

Position	Base Wage	Step 1	Step 2	Step 3	Step 4
Administrative Assistant	\$ 25.10	\$ 25.66	\$ 26.24	\$ 26.83	\$ 27.43
Applications Support Specialist 1	\$ 27.92	\$ 28.55	\$ 29.19	\$ 29.85	\$ 30.52
Applications Support Specialist 2	\$ 28.32	\$ 28.96	\$ 29.61	\$ 30.27	\$ 30.95
Billing Technician/AR	\$ 23.00	\$ 23.52	\$ 24.05	\$ 24.59	\$ 25.14
Building Inspector	\$ 30.00	\$ 30.68	\$ 31.37	\$ 32.07	\$ 32.79
Code Enforcement Officer	\$ 23.00	\$ 23.52	\$ 24.05	\$ 24.59	\$ 25.14
CSR1	\$ 19.95	\$ 20.40	\$ 20.86	\$ 21.33	\$ 21.81
CSR2	\$ 24.09	\$ 24.63	\$ 25.18	\$ 25.75	\$ 26.33
Custodian	\$ 17.48	\$ 17.88	\$ 18.28	\$ 18.69	\$ 19.11
Equipment Operator	\$ 28.79	\$ 29.44	\$ 30.10	\$ 30.78	\$ 31.47
Fleet Technician 1	\$ 21.15	\$ 21.62	\$ 22.11	\$ 22.61	\$ 23.12
Fleet Technician 2	\$ 23.00	\$ 23.52	\$ 24.05	\$ 24.59	\$ 25.14
Groundhand Apprentice	\$ 27.19	\$ 27.80	\$ 28.43	\$ 29.07	\$ 29.72
Journeyman 1	\$ 41.84	\$ 42.78	\$ 43.74	\$ 44.73	\$ 45.73
Journeyman 2	\$ 37.28	\$ 38.12	\$ 38.98	\$ 39.85	\$ 40.75
Journeyman 3	\$ 35.04	\$ 35.83	\$ 36.63	\$ 37.46	\$ 38.30
Jr Accountant/AP	\$ 27.00	\$ 27.61	\$ 28.23	\$ 28.86	\$ 29.51
Lead Billing Technician	\$ 27.00	\$ 27.61	\$ 28.23	\$ 28.86	\$ 29.51
Lead Crew Leader	\$ 27.00	\$ 27.61	\$ 28.23	\$ 28.86	\$ 29.51
Lead CSR	\$ 27.00	\$ 27.61	\$ 28.23	\$ 28.86	\$ 29.51
Lead Facilities Operator	\$ 27.00	\$ 27.61	\$ 28.23	\$ 28.86	\$ 29.51
Mechanic/Heavy Equipment	\$ 27.00	\$ 27.61	\$ 28.23	\$ 28.86	\$ 29.51
Meter Technician	\$ 24.27	\$ 24.81	\$ 25.37	\$ 25.94	\$ 26.52
MW1	\$ 18.84	\$ 19.26	\$ 19.70	\$ 20.14	\$ 20.59
MW2	\$ 20.42	\$ 20.88	\$ 21.35	\$ 21.83	\$ 22.32
MW3	\$ 21.85	\$ 22.34	\$ 22.84	\$ 23.36	\$ 23.88
Network Technician 1	\$ 30.41	\$ 31.09	\$ 31.79	\$ 32.51	\$ 33.24
Network Technician 2	\$ 34.31	\$ 35.09	\$ 35.88	\$ 36.68	\$ 37.51
Permit Technician 1	\$ 20.09	\$ 20.54	\$ 21.00	\$ 21.48	\$ 21.96
Permit Technician 2	\$ 22.00	\$ 22.50	\$ 23.00	\$ 23.52	\$ 24.05
Planning Technician 1	\$ 21.00	\$ 21.47	\$ 21.96	\$ 22.45	\$ 22.95
Planning Technician 2	\$ 23.00	\$ 23.52	\$ 24.05	\$ 24.59	\$ 25.14
PW Crew Leader	\$ 23.98	\$ 24.52	\$ 25.07	\$ 25.64	\$ 26.21
Telecommunication Specialists 1	\$ 21.00	\$ 21.47	\$ 21.96	\$ 22.45	\$ 22.95
Telecommunication Specialists 2	\$ 24.72	\$ 25.28	\$ 25.84	\$ 26.43	\$ 27.02
Telecommunication Specialists 3	\$ 31.93	\$ 32.65	\$ 33.38	\$ 34.13	\$ 34.90
Warehouse Inventory/Forklift	\$ 28.79	\$ 29.44	\$ 30.10	\$ 30.78	\$ 31.47
Water/Sewer Apprentice	\$ 26.00	\$ 26.59	\$ 27.18	\$ 27.79	\$ 28.42
Water/Sewer Foreman	\$ 34.37	\$ 35.14	\$ 35.93	\$ 36.74	\$ 37.57
Water/Sewer Operator	\$ 28.00	\$ 28.63	\$ 29.27	\$ 29.93	\$ 30.61
Zoning Administrator 1	\$ 22.05	\$ 22.55	\$ 23.05	\$ 23.57	\$ 24.10

Standby Compensation

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Position	Base Wage	Step 1	Step 2	Step 3	Step 4
Administrative Assistant	\$ 25.60	\$ 26.17	\$ 26.76	\$ 27.36	\$ 27.98
Applications Support Specialist 1	\$ 28.48	\$ 29.12	\$ 29.77	\$ 30.44	\$ 31.13
Applications Support Specialist 2	\$ 28.88	\$ 29.53	\$ 30.20	\$ 30.88	\$ 31.57
Billing Technician/AR	\$ 23.46	\$ 23.99	\$ 24.53	\$ 25.08	\$ 25.64
Building Inspector	\$ 30.60	\$ 31.29	\$ 31.99	\$ 32.71	\$ 33.45
Code Enforcement Officer	\$ 23.46	\$ 23.99	\$ 24.53	\$ 25.08	\$ 25.64
CSR1	\$ 20.35	\$ 20.81	\$ 21.28	\$ 21.75	\$ 22.24
CSR2	\$ 24.57	\$ 25.12	\$ 25.69	\$ 26.26	\$ 26.86
Custodian	\$ 17.83	\$ 18.23	\$ 18.64	\$ 19.06	\$ 19.49
Equipment Operator	\$ 29.37	\$ 30.03	\$ 30.70	\$ 31.39	\$ 32.10
Fleet Technician 1	\$ 21.57	\$ 22.06	\$ 22.55	\$ 23.06	\$ 23.58
Fleet Technician 2	\$ 23.46	\$ 23.99	\$ 24.53	\$ 25.08	\$ 25.64
Groundhand Apprentice	\$ 27.73	\$ 28.36	\$ 29.00	\$ 29.65	\$ 30.32
Journeyman 1	\$ 42.68	\$ 43.64	\$ 44.62	\$ 45.62	\$ 46.65
Journeyman 2	\$ 38.03	\$ 38.88	\$ 39.76	\$ 40.65	\$ 41.57
Journeyman 3	\$ 35.74	\$ 36.54	\$ 37.37	\$ 38.21	\$ 39.07
Jr Accountant/AP	\$ 27.54	\$ 28.16	\$ 28.79	\$ 29.44	\$ 30.10
Lead Billing Technician	\$ 27.54	\$ 28.16	\$ 28.79	\$ 29.44	\$ 30.10
Lead Crew Leader	\$ 27.54	\$ 28.16	\$ 28.79	\$ 29.44	\$ 30.10
Lead CSR	\$ 27.54	\$ 28.16	\$ 28.79	\$ 29.44	\$ 30.10
Lead Facilities Operator	\$ 27.54	\$ 28.16	\$ 28.79	\$ 29.44	\$ 30.10
Mechanic/Heavy Equipment	\$ 27.54	\$ 28.16	\$ 28.79	\$ 29.44	\$ 30.10
Meter Technician	\$ 24.75	\$ 25.31	\$ 25.88	\$ 26.46	\$ 27.05
MW1	\$ 19.22	\$ 19.65	\$ 20.09	\$ 20.54	\$ 21.01
MW2	\$ 20.83	\$ 21.30	\$ 21.78	\$ 22.27	\$ 22.77
MW3	\$ 22.29	\$ 22.79	\$ 23.30	\$ 23.83	\$ 24.36
Network Technician 1	\$ 31.02	\$ 31.71	\$ 32.43	\$ 33.16	\$ 33.90
Network Technician 2	\$ 35.00	\$ 35.79	\$ 36.59	\$ 37.42	\$ 38.26
Permit Technician 1	\$ 20.49	\$ 20.95	\$ 21.42	\$ 21.91	\$ 22.40
Permit Technician 2	\$ 22.44	\$ 22.94	\$ 23.46	\$ 23.99	\$ 24.53
Planning Technician 1	\$ 21.42	\$ 21.90	\$ 22.39	\$ 22.90	\$ 23.41
Planning Technician 2	\$ 23.46	\$ 23.99	\$ 24.53	\$ 25.08	\$ 25.64
PW Crew Leader	\$ 24.46	\$ 25.01	\$ 25.57	\$ 26.15	\$ 26.74
Telecommunication Specialists 1	\$ 21.42	\$ 21.90	\$ 22.39	\$ 22.90	\$ 23.41
Telecommunication Specialists 2	\$ 25.21	\$ 25.78	\$ 26.36	\$ 26.95	\$ 27.56
Telecommunication Specialists 3	\$ 32.57	\$ 33.30	\$ 34.05	\$ 34.82	\$ 35.60
Warehouse Inventory/Forklift	\$ 29.37	\$ 30.03	\$ 30.70	\$ 31.39	\$ 32.10
Water/Sewer Apprentice	\$ 26.52	\$ 27.12	\$ 27.73	\$ 28.35	\$ 28.99
Water/Sewer Foreman	\$ 35.05	\$ 35.84	\$ 36.65	\$ 37.47	\$ 38.32
Water/Sewer Operator	\$ 28.56	\$ 29.20	\$ 29.86	\$ 30.53	\$ 31.22
Zoning Administrator 1	\$ 22.49	\$ 23.00	\$ 23.51	\$ 24.04	\$ 24.58

Standby Compensation

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