

AGREEMENT BETWEEN

THE TOWN OF MILLSBORO

AND

**TEAMSTERS LOCAL UNION 326
NEW CASTLE, DELAWARE**

JULY 1, 2016 - JUNE 30, 2019

PARTIES TO THE AGREEMENT

THIS AGREEMENT is entered into this day of , 2016, by and between the Town of Millsboro, a Municipal Corporation of the State of Delaware, hereinafter referred to as the "Town" or as the "Employer," and General Teamsters Local No. Union 326, affiliated with The International Brotherhood of Teamsters, AFL- CIO, 451 E. New Churchmans Road, New Castle, Delaware, hereinafter referred to as the "Union."

PURPOSE OF AGREEMENT

It is the purpose of this Agreement to achieve better understanding between the Town and the Employees (Union), to provide for equitable adjustment of differences that arise, and to establish compatible employment relations.

ARTICLE 1 RECOGNITION

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

INCLUDED: All full-time Town police officers at or below the rank of Lieutenant.

EXCLUDED: The Chief, all clerical, technical and professional employees, Administrators and all other employees of the Town.

- 1.2 Should the Town change the classification or title of any member or group of members of the bargaining unit or add new titles or classifications to the bargaining unit that do or will perform the job duties which currently are and have been in the past, the job duties of the bargaining unit, those classifications or job titles shall be considered to be included in this Agreement, shall be part of the bargaining unit and shall be subject to the terms and conditions of this Agreement. Should the Town and Union be unable to agree to the inclusion or exclusion of any such retitled or additional classifications, the determination of such inclusion or exclusion shall be submitted to the Public Employment Relations Board at the request of either party.

- 1.3 **DEFINITIONS:**

"Agreement" refers to this collective bargaining agreement.

- "Chief refers to the Chief of the Town of Millsboro Police Department, or designee. If the Chief fails to identify a designee, then the Town Manager shall be deemed the designee.
- "Employee" refers to employees covered by this Agreement.
- "Emergency" refers to a sudden, unexpected occurrence demanding immediate action.
- "Union" refers to Teamsters Local Union No. 326.
- "Town Manager" refers to the Town of Millsboro Town Manager or designee in his or her absence.
- "Town Policy" refers to the "Town of Millsboro Personnel Policies." Town Policies which are incorporated by reference in this Agreement may be revised, amended, or revoked by Town Council.
- "The Town" refers to the Town of Millsboro.
- "The Department" refers to the Town of Millsboro Police Department.
- "Days" means calendar days.
- "Working Days" means Monday through Friday, excluding days when the Town offices are closed.
- "Notified" — Unless otherwise specified in this Agreement, notice is to be given to the Union by email to the Union Steward and emailed to Local 326's Union office. All notices to the Town shall mean delivery by email and addressed to the Town Manager.

1.4

MANAGEMENT RIGHTS

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

job classifications; to set the standards of productivity and the services to be rendered; to maintain the efficiency; to eliminate reasonable work rules, to determine the personnel, methods, means and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to assign overtime; to determine the length of the workweek; to determine the number, location and operation of departments, divisions and all other units of the Department, determine its mission, policies and set forth all standards of service offered to the public; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Department and to direct the Department's employees. The Department's failure to exercise of any such right, prerogative or function in a particular way shall not be considered a waiver of the Department's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

1.5 The Town agrees that it will not sponsor or promote, financially or otherwise, any group or labor organization for the purpose of undermining the Union.

1.6 Neither the Town, the Union, nor any employee will interfere with, restrain or discriminate against any other employee or coerce any employee because of membership or non-membership in the Union.

1.7 **UNION SECURITY**

1.7.1 All employees who are members of the Union shall pay to the Union the Union's regular and usual initiation fees and its regular and usual dues. For present employees who become members of the Union, such payments shall commence 31 days following the effective date or the date of execution of this Agreement, whichever is the latter, and for new employees, the payment shall start 31 days following the date of employment.

1.7.2 All employees who choose not to become Union members will pay to the Union an amount of money equal to that paid by other employee members' regular and usual dues.

1.7.3 Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against any employee regarding such matters.

1.7.4 The Town agrees to deduct, upon written authorization of the employee, from the pay of such employee members of the Union, the dues, initiation fees and/or uniform assessments of the Union and agrees to remit to the

Union all such deductions before the end of the month for which the deductions are made.

1.7.5 The Town agrees to deduct, upon written authorization of the employee, from the pay of such employee non-members of the Union, an amount equal to the regular and usual dues paid by the members. The Town agrees to remit to the Union all such deductions before the end of the month for which the deduction is made.

1.7.6 Checkoff shall be deducted on a once a month basis.

1.7.7 The Union shall indemnify and hold the Town, its employees and officers, harmless against any and all claims, demands, suits and other forms of liability that shall arise out of or by reason of any action taken or not taken by the Town for the purpose of complying with any of the provisions of this section on Union Recognition, Union Membership, and Deduction of Union Dues or service fees.

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

1.8 **HIRING**

When the Town needs additional employees, it shall notify the Union.

1.9 **STATE LAW**

No provision of this Article shall apply to the extent that it may be prohibited by State or Federal Law. If under applicable State or Federal Law, additional requirements must be met before any such provision may become effective, such additional requirements shall be first met.

1.10 **NO VIOLATION OF LAW**

Nothing contained in this section shall be construed so as to require the Town to violate any applicable law.

1.11 **SAVINGS CLAUSE**

If any provision of this Agreement is invalid under State or Federal law, such provision shall be modified to comply with the requirements of the law or shall be renegotiated for the purpose of adequate replacement.

1.12 PROBATIONARY EMPLOYEES

- 1.12.1 Employees who are not Delaware certified on the date of hire, shall be subject to a probationary period of 12 months from the date of certification. Employees who are Delaware certified on the date of hire shall be subject to a probationary period of 12 months from the date of hire, unless such an employee has at least 1 year of experience with another Department in which case the employee shall be subject to a probationary period of 9 months. For purposes of this Agreement, "certification" means the date of certification from the Council on Police Training bestowing the power of arrest.
- 1.12.2 During the probationary period, an employee may be dismissed from employment for reasons of performance. Therefore, a probationary employee may not utilize the Grievance Procedure contained herein to grieve such a termination from employment; however, disciplinary cases shall be subject to the Law Enforcement Officer's Bill of Rights. The probationary employee may utilize the grievance procedure to grieve other actions that are alleged to be violations of this Agreement.
- 1.12.3 There shall be a field training evaluation program for each probationary employee. This program is set forth in the Standard Operating Procedures.
- 1.12.4 The Chief, upon the recommendation of the Field Training Evaluation Supervisor, may extend the probationary period for a maximum of 6 months.
- 1.12.5 An employee appointed to a higher rank must serve a probationary period of 6 months during which time the individual must meet the requirements of the new rank as established by the Department. Failure to meet the requirements will subject the individual to reduction to their former rank.

ARTICLE 2 HUMAN RIGHTS

- 2.1 The parties agree that they will not discriminate against employees because of race, color, sex, national origin, religion, marital status, disability, age, genetic information, gender identity, sexual orientation, Union activity or any other factor protected by applicable State or Federal Law.
- 2.2 There shall be no discrimination, interference, restraint, or coercion by the Town, the Union or its members based on an employee's membership or non-membership in the Union.

**ARTICLE 3
GENDER**

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

**ARTICLE 4
BULLETIN BOARD/MEETING ROOM**

- 4.1 The Town shall provide the Union a glass enclosed bulletin board located in the Department. Such bulletin board shall be for the exclusive use of the Union, and its use shall be limited to Union Business, and other notices that are not derogatory or demeaning to the Town, its employees, the Mayor, or the Town Council.
- 4.2 The Town shall provide meeting-room space for meetings of the bargaining unit if a meeting room is available.

**ARTICLE 5
RULES & REGULATIONS**

- 5.1 The Standard Operating Procedures (S.O.P.), Town Personnel Policy (T.P.P.) and Town Police Directives(T.P.D.) to the extent it supplements the S.O.P. shall apply to all employees covered by this Agreement except to the extent they are inconsistent with the terms and conditions of this Agreement. Employees alleging that the interpretation or application of any terms of the S.O.P. ,T.P.D. or T.P.P. is in conflict with this Agreement, may file a grievance under Article 8 of this Agreement. Allegations of that a change in the S.O.P., T.P.P. or T.P.D. by the Town resulted in unilateral changes in the terms and conditions of employment are to be filed in accordance with Title 19, Chapter 16 of the Delaware Code.
- 5.2 If the Town proposes to amend, modify, or add to T.P.P. Manual, S.O.P. or the T.P.D. to the extent that such changes pertain to the employees covered by this Agreement ("the change"), the Town will provide a copy of the change to the Union Steward and Local.
- 5.3 If the Union objects to the change, the Union shall notify the Chief of Police or his designee in writing within seven (7) days of the notice of the change.
- 5.4 Within ten (10) working days after receipt of such notice of objection from the Union, the Union and the Chief of Police shall meet to discuss and attempt to agree on the change.
- 5.5 The Town agrees to hold the changes in abeyance while the parties are trying to reach an agreement.

- 5.6 If no objections are raised by the Union to the change, the Town may implement the change after providing notice of the change to each employee.
- 5.7 The Town may implement a proposed change in advance of the steps outlined in sections 5.3 to 5.6 if an emergency requires implementation of the proposed change prior to the completion of the steps set forth in Sections 5.3 through 5.6.
- 5.8 In the event that the parties are unable to reach agreement, the Union shall have ten (10) calendar days from the day that the Town notifies employees of the implementation of the proposed new or changed rule, regulation, policy, directive, procedure, and/or penalty is in conflict with the terms and conditions of this agreement. A grievance may be filed based on the allegation that the proposed new or changed rule, regulation, policy, directive, procedure, and/or penalty is unreasonable.
- 5.9 The Union shall be furnished a copy of all current and subsequently amended written codes, rules, regulations, policies, procedures, and directives pertaining to employer-employee relations and distributed to employees.
- 5.10 The Town's Policy addressing tobacco shall control in the Police Department and in any Police Department Vehicle.

ARTICLE 6 WORK STOPPAGE

- 6.1 The Union recognizes and will adhere to the Delaware Law, which prohibits strikes, work stoppages, slowdowns or other concerted job actions interfering with the provisions of services to the citizens of the Town.
- 6.2 No employee, while on duty, shall fail or refuse to cross or pass any picket line or other demonstration if such failure or refusal in any way delays or interrupts performance of work.
- 6.3 The Town will not engage in, initiate or direct a lockout of employees.

ARTICLE 7 EMPLOYEE DISCIPLINARY PROCEDURES

- 7.1 The Town may, as provided for in other Articles of this Agreement, discipline employees for just cause as established by substantial evidence.
- 7.2 The provisions of 11 Del. C. Chapter 92, known as the Law-Enforcement Officer's Bill of Rights, shall apply to all employees covered by this

specimen temperature is out of range or the specimen appears to have been tampered with, the collector should prepare the partial specimen for shipment to the laboratory and commence to conduct another specimen collection under the direct observation.

DOT rules do not permit the combining of two or more partial specimens to achieve the 45 ml. minimum volume. If three hours elapse and the employee has not provided an adequate specimen, the collector should discontinue the collection process. The collector should ensure that the 3 hour time period is recorded and that the "None Provided" box is checked. The collector notifies the employer that the collection was discontinued. At this point, the employer directs the employee to obtain, as soon as possible, from a licensed physician who is acceptable to the employer, an evaluation concerning the employee's ability to provide an adequate amount of urine. A written report of the examining physician's findings is provided to the MRO for review and final determination. If the MRO finds no documentation of a medical condition or illness that explains the individual's inability to provide an adequate specimen, it is deemed a "Refusal to Test."

Collectors may not discontinue a "shy bladder" collection prior to three hours elapsing or the successful completion of the specimen collection. Collectors may not allow employees to leave the collection site and return at a later time or date.

- 13.8.3 Fails to provide an adequate blood sample for testing without a valid medical explanation after the employee has received notice of the requirement for blood testing.
- 13.8.4 Engages in conduct that clearly obstructs the testing process.
- 13.9 The Town shall pay for the cost of the initial testing for alcohol and illegal nonprescription drugs as well as the testing of the split sample. The employee shall pay the cost of any testing required before the employee can return to work after having been suspended without pay for testing positive. Once an employee returns to work after suspension without pay for testing positive, the Town shall pay for any test.
- 13.10 Positive Alcohol Test (0.02) - Each employee whose random test indicates a blood alcohol concentration of greater than two-hundredths (0.02). Discipline shall be consistent with the S.O.P.
- 13.11 If an employee is taking prescription or non-prescription medication in the appropriate prescribed manner and he/she tests positive because of taking that prescription or nonprescription medication, the employee shall not be disciplined.

- 13.12 Employees may file a protest under Article 7 challenging the basis for reasonable suspicion testing or any disciplinary action taken under this Article or for failure to follow the requirements of the Act. All such action taken by the Town must be supported by "just cause."
- 13.13 When a grievance is filed, the Town shall, within 36 hours, provide the Union with a full and complete copy of all test results including chain-of-custody forms.

ARTICLE 14 WORK DAY, WORK WEEK AND SPECIAL DUTY

- 14.1 A "work day" is a period of 24 hours beginning at 0600 hours and ending at 0599 hours on the following day.
- 14.2 A "regular work day" for employees covered by this Agreement shall consist of 12 consecutive hours. In all events, the Detective shall work 10.5 hour shifts and the Lieutenant shall continue to work 10-hour shifts.
- 14.3 A "regular work period" for employees shall consist of 80 hours regular duty or 84 hours patrol duty or Detective within the work period of 14 calendar days.
- 14.3.1 The rotation will be as follows: two on-two off; three on-two off; two on-three off. The rotation will also consist of two weeks of day work and then two weeks of night work. Then the rotation shall begin again. Should circumstances (i.e. training, vacation, etc.) require a reassignment of one or more officers to cover another shift, a reasonable accommodation shall thereafter be made to the reassigned officer(s) to maintain their shift balance.
- 14.3.2 Effective July 1, 2017, except in the case of an emergency, if the Department is fully staffed (at least 14 sworn police officers), there shall be two patrol officers from 6:00 p.m. to 4:00 a.m. each night, and 6:00 a.m. to 6:00 p.m. on Saturday and Sunday.
- 14.3.3 Labor Management Committee on Work Schedule - The Chief will chair the Work Schedule Committee, which will include an employee designated by the Union. The Work Schedule Committee shall review the current schedule, and, if appropriate, recommend a new work schedule to the Chief. The committee will only meet if there is a need.
- 14.4 "Extra duty" involves situations where a third party retains an employee to provide a service in connection with an event or activity. Extra duty pay shall be paid at the minimum rate of \$50 per hour for OHS assignments unless that rate is increased. If increased, the Officers will receive the higher rate. Any other assignments will be paid at Contract rate, but no less than \$50 per hour. There shall be a minimum of two (2) hours pay per

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

- 14.4.1 Special Grants - Notwithstanding Section 14.3 above, the rate of pay and the terms of pay for work under special grants shall be set and paid in accordance with the terms of such grants.
- 14.4.2 Except in emergency situations, an Officer will have the right to receive 8 hours off duty between their shifts except where the Officer has agreed. If the Officer starts late on their normal scheduled shift through no fault of their own, they shall be paid from their normal scheduled start time.
- 14.4.3 Appendix B sets forth the compensation of employees for appearing in court on off-duty hours in connection with the performance of their duties; the compensation of employees called into work beyond the employee's scheduled work hours, including attending station meetings if the employee is not scheduled to work; the notice provided prior to a change in the normal work schedule; the circumstances under which an employee may receive compensatory time in lieu of overtime; the cap on compensatory time; and the payment for unused, accumulated compensatory time upon termination of employment for any reason, including retirement.

ARTICLE 15 SHIFTS

- 15.1 The normal patrol shift hours shall be:

6 AM-6 PM 6PM-6AM

The Chief may, in his discretion, add an "early car." The normal shifts for the Detective shall be 10.5 hours and the normal shift for the Lieutenant shall be 10 hours.

- 15.2 The shifts schedule set forth in Section 15.1 may be changed by the Chief.
- 15.3 The shifts schedule set forth in Section 15.1 shall be announced 30 days in advance of the effective date of the change.

ARTICLE 16 JOB STEWARDS

- 16.1 There shall be 1 Steward and 1 Alternate Steward.
- 16.1.1 The Town recognizes the right of the Union to designate one employee to act as Job Steward and an employee to act as an Alternate Job Steward. The Union will advise the Town in writing of the name of the Job Steward and Alternate Job Steward by filing such a list with the Chief prior to the Job Steward and Alternate Job Steward assuming duties. The term "Job Steward" as used in this Agreement shall mean an employee designated by the Union to investigate grievances and represent employee at grievance hearings and other employee representation as outlined in this Agreement. The Alternate Job Steward shall act as the Job Steward when the Job Steward is absent or unavailable.
- 16.2 Job Stewards may investigate or process grievances during work time with the permission of the Chief. The Job Steward granted such time will in no way interfere with the operation of the Department.
- 16.3 Stewards who investigate grievances during work time shall not use excessive time in doing so. Nor shall they make unreasonable request for the time of other employees while these employees are on duty.
- 16.4 Effective upon ratification of this Agreement, the Town shall make available time off from work with pay for the Job Steward or Alternate Job Steward designated by the Union's President to take part in the following activities:
1. Contract Negotiations
 2. Grievance/Complaint Proceedings and Hearings
 3. Disciplinary Procedures
 4. Representation of employee(s) at grievance or disciplinary proceedings

The Job Steward shall be released from duty by the Chief. If the designated Steward is unable to attend for any reason, the Union may have an alternate member released from duty during the required time. Under no circumstances shall the Town be obligated to compensate the Job Steward or Alternate Job Steward for any of the activities described in

Article 16 if the Job Steward or Alternate Job Steward engage in such activities at a time when they are not scheduled to work.

- 16.5 With notice to the Town Manager, a representative of the Union shall have reasonable access to Town's premises for the purpose of conferring with Town and with Stewards.

While permission shall not be unreasonably withheld, it shall not be granted at times when it would interfere with the safe and efficient operation of the Department.

- 16.6 Stewards shall be allowed to use Town computers, typewriters, telephones, copy machines, or other office equipment provided they are acting in their official capacities as provided for in Article 16 of the Labor Agreement. Any disputes arising from this letter of understanding are subject to the grievance procedure as outlined in the labor agreement.

ARTICLE 17 UNIFORMS AND EQUIPMENT

- 17.1 Eligibility

The Town shall provide uniforms for employees. The Town shall provide the Detective and the Lieutenant a clothing allowance in the annual amount of \$500.

- 17.2 Employee Responsibility

The employee is responsible for the uniform. 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 them to be worn by other individuals and will wear them only during working hours, or to and from work, or with the approval of the Chief. Upon separation from employment, the employee shall return his or her uniform to the Town.

The Town will provide and clean the uniforms of employees at no cost to the employee.

- 17.3 Take Home Vehicle

Effective July 1, 2018, Sergeants shall have the option of a take home vehicle, or an annual stipend of \$2,400. Once a Sergeant exercises the option, the election shall be binding for the duration of the Agreement currently in effect.

ARTICLE 18
VACATION LEAVE

18.1 Eligibility

All full-time employees are eligible to begin accrual of vacation time to be used for rest and relaxation, medical appointments, illness when sick leave is exhausted, for absences due to adverse weather conditions and other times as approved by the Town Manager. Accrual of vacation leave shall be determined with length of continuous service credit. Effective January 1, 2017, an employee is eligible for vacation according to the following schedule and other times as approved by the supervisor. In the year in which an employee will complete 5, 10, 15, 20, or 25 years of service, the additional hours earned shall be prorated for that anniversary year.

18.1.1 Each full-time employee with fewer than 5 completed years of service shall earn vacation leave at the rate of 84 hours per completed year.

18.1.2 Each full-time employee with 5 completed years of service but less than 10 complete years of service shall earn vacation leave at the rate of 126 hours per completed year.

18.1.3 Each full-time employee with 10 completed years of service but less than 15 complete years of service shall earn vacation leave at the rate of 168 hours per completed year.

18.1.4 Each full-time employee with 15 completed years of service but less than 20 complete years of service shall earn vacation leave at the rate of 210 hours per completed year.

18.1.5 Each full-time employee with 20 completed years of service but less than 25 complete years of service shall earn vacation leave at the rate of 234 hours per completed year.

18.1.6 Each full-time employee with 25 completed years or more of service or shall earn vacation leave at the rate of 240 hours per completed year.

18.2 Terms

18.2.1 Accumulation

Vacation time is cumulative from year to year; however, unused vacation leave for full-time employees may be accumulated at the option of the employee for 56 hours of unused vacation leave annually after the employee has been a full-time employee of the Town for 3 consecutive years. Any accumulated vacation leave shall be reimbursed to the employee upon resignation, termination or retirement.

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.

18.2.2 Vacation Pay

All vacations shall be on a time off with pay basis for eligible employees, and pay shall be computed at the employee's current weekly salary rate.

18.2.3 Benefit Accrual

While an employee is on vacation leave, benefits and other leave shall accrue as though on regular duty.

18.2.4 Severance Pay

Employees leaving the Town's employment on or before the 15th of the month will not receive vacation credit for that month; those departing after the 15th of the month will receive vacation credit for that month. An employee shall not be eligible if he or she is terminated due to gross misconduct or does not leave in good standing with two weeks' notice to the Town.

18.2.5 Authorization

Vacation can be taken only when authorized by the Chief. The amount of time required to request vacation leave in advance is established by the Chief. Due consideration shall be given to the employee's personal desires, length of service and the efficient operation of the Town.

**ARTICLE 19
FUNERAL LEAVE**

19.1 Eligibility

Each full-time employee who experiences the death of a member of the employee's immediate family shall be eligible for bereavement leave from work with pay.

19.2 Terms

19.2.1 Duration

Each employee may be allowed to use up to a maximum of 3 work days of funeral leave for the death of a member of the employee's immediate family. The immediate family shall include the employee's spouse, children, parents, brother, sister, parents-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchildren, grandparents and step

family, If an employee wishes to extend the leave beyond, the maximum 3 days allowed, he or she will be permitted to deduct the additional days from accumulated vacation or holiday time.

19.2.2 Funeral Leave Pay

All funeral leave for eligible employees shall be on a time off with pay basis and pay shall be computed at the employee's current work week.

19.2.3 Benefit Accrual

While an employee is on funeral 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 in computing vacation and sick leave.

19.2.4 Notification

Each employee who will be absent from work on funeral leave must notify his or her supervisor as soon as is reasonably possible but in no event later than the first day of leave. The employee may be required to provide the supervisor with proof of death and relationship.

**ARTICLE 20
MILITARY LEAVE**

20.1 Eligibility

All full-time employees who are members of the National Guard or Armed Forces Reserve, and are drafted, enlisted or called to active duty are eligible for military leave.

20.2 Terms

20.2.1 Duration of Military Training Leave

Employees who are members of the National Guard or Armed Forces Reserve shall be allowed 84 hours military training leave per calendar year.

20.2.2 Military Training Leave Pay

If the compensation received while on military training leave is less than the salary 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 salary earned as a reservist or guardsman and the salary 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 the 84 hour period, the employee shall be eligible to take accumulated vacation leave, holiday leave or be placed in a leave without pay status.

20.2.3 Reinstatement of Employees who Enlist, are Drafted or Called to Active Duty

Employees who enlist, are drafted or called to active duty in U.S. Armed Forces will be terminated from employment, but have reinstatement rights as provided by the Veterans Reemployment Rights Act. Title 38, United States Code, Chapter 43. Employees are entitled to be reinstated with full seniority rights for military time served. To be so entitled, however, the individual must:

- a) if military service was for less than 31 calendar days, report to the Town not later than the second full calendar day following completion of service;
- b) if military service was for more than 30 but less than 181 days, apply for reinstatement within 14 calendar days following completion of period of service;
- c) if military service was for more than 180 days, apply for reinstatement within 90 calendar days following completion of period of service;
- d) not have served more than 5 years cumulatively;
- e) be qualified to perform the duties of the position. If disabled during military service, the employee may be granted an extension of time up to 2 years or be assigned to the closest comparable position he or she is able to perform if such position exists.
- f) The eligibility for this section terminates for a person who receives a dishonorable or bad conduct discharge; who separates from military service under other than honorable conditions; who separates from military service as a result of court martial; or who is dropped from the rolls of the military for reasons of absence without authority or confinement resulting from court martial.

ARTICLE 21 SICK LEAVE

21.1 Eligibility

All full-time employees are eligible to begin accrual of sick leave upon employment.

21.2 Terms

21.2.1 Accrual

Each eligible employee shall earn sick leave at the rate of 96 hours per completed year, prorated at the rate of 8 hours for each completed month of service. Up to a maximum of 48 hours of sick leave may be used for personal reasons. If fewer than 32 hours of sick leave is taken in any fiscal year by an employee, an additional 16 hours shall be added to any accumulated sick leave at the end of the fiscal year. For each 32 hours of sick leave accumulated by an employee in excess of 480 hours, such employee shall be reimbursed by being paid for 8 hours at the end of the fiscal year at the average rate of pay of such employee during the said fiscal year.

21.2.2 A full-time employee may accumulate a maximum of 480 hours of sick leave. If an employee accumulates more than the maximum allowable amount of unused sick leave, on January 1 his or her leave shall be reduced to the proper maximum.

21.2.3 Sick Leave Pay

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. The use of sick leave during absences caused by illness or injury of the employee's family is prohibited.

21.2.4 Termination/Retirement/Credit for Accumulated Sick Leave

Unused sick leave shall not be reimbursed upon either resignation or termination. Upon retirement, unused sick leave shall be reimbursed for a maximum of 1/2 of the accumulated sick leave but in no event will there be reimbursement for more than 240 hours.

21.2.5 Benefit Accrual

While an employee is on sick 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 in computing vacation and sick leave.

21.2.6 Notification

Each employee who will be absent from work due to a personal illness or injury shall report such absence to his or her supervisor no later than one-half hour after 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 a desire to take sick leave no later than one-half hour 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.

21.2.7 Verification

- a) The employee may be required to provide the supervisor with medical verification documenting that the absence is the result of a personal illness or injury; the employee shall be required to provide the supervisor with medical verification documenting that the absence is the result of a personal illness or injury if the employee is absent for 3 consecutive days or longer. 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.
- b) The Town may require the employee to submit to an independent medical evaluation by a physician of the Town's own choosing at the Town's expense.

21.2.8 Excessive Sick Leave

Excessive sick leave shall be defined as the use of sick leave at a rate which exceeds the average usage rate of all Town employees during the previous calendar year. The Chief shall take the following measures with an employee whose sick leave use exceeds the average usage rate of a Town employee:

a) Counseling

The Chief shall meet with the employee to determine if there is reason to believe that the employee may be abusing the sick leave benefit. If the Chief determines that the employee's use of sick leave has been proper and justified, there shall be no further action taken with the employee at that time.

If the Chief determines that there is sufficient reason to believe that the employee may be abusing the sick leave benefit, the department supervisor shall initiate corrective measures to reduce the employee's sick leave usage rate.

b) Corrective Measures

The Chief shall explain and clarify policies and standards concerning the use of sick leave to the employee.

The Chief shall provide the employee with written notification that the employee will be required to submit medical verification for each and every sick leave absence during the next 6 months.

The Chief shall closely monitor the employee's attendance record and may telephone the employee during future absences.

The Chief shall note on the employee's performance evaluation that the employee's attendance has been unsatisfactory, the acceptable standards for attendance and a schedule for improvement. The Chief shall explain disciplinary measures for failure to comply with this policy.

c) Disciplinary Measures First Offense

If the employee is absent from work and fails to submit the required medical verification, then he or she shall receive no compensation for the absence and shall also receive a written reprimand to be placed in the employee's personnel file:

Second Offense

If the employee is absent from work on 2 separate occasions and fails to submit the required medical verification, then he or she shall receive no compensation for the absence and shall also be suspended without pay for 3 work days.

Third Offense

If the employee is absent from work on 3 separate occasions and fails to submit the required medical verification, then he or she shall receive no compensation for the absence and shall also be terminated from employment.

**ARTICLE 22
HOLIDAY LEAVE**

22.1 Eligibility

The Town observes holidays in recognition of certain people and events. All full-time employees are credited with accrued hours at the rate of 8 hours for a full day for the following days:

New Year's Day
Martin Luther King, Jr.'s Birthday
President's Day
Good Friday
Memorial Day
Fourth of July/Independence Day
Labor Day
Columbus Day
Election Day (every second year, evenly numbered years)
One-half day on Return Day (every second year, evenly numbered years)
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve
Christmas Day

ARTICLE 23 EMERGENCY/FAMILY LEAVE

23.1 Eligibility

The Family Medical Leave Act ("FMLA") currently provides that eligible employees may take up to 12 weeks of unpaid leave in a 12 month period to:

- (a) care for newborn, foster care, or newly adopted children;
- (b) care for seriously ill child, spouse or parent; or
- (c) because of the employee's own serious health condition.

Eligible employees must have been employed by the Town for 1 year or more and have worked at the Town at least 1,250 hours in the previous 12 months.

23.2 Use of Paid Leave

The Town may require an employee to use any available paid leave before using unpaid leave under the FMLA so that the total of paid and unpaid leave equals 12 weeks during a 12 month period. The 12 month period is a rolling 12 month period measured backward from the date leave is used by an employee. For example, if an employee uses 9 weeks of FMLA unpaid leave beginning June 1, 1997, until June 1, 1998, such an employee only has 3 weeks of FMLA leave.

23.3 Notice and Timing of Leave

If the need for FMLA leave is foreseeable, the employee must provide at least 30 days' advance notice of the need for leave. If the need for leave is not foreseeable, notice must be provided as soon as is practicable. Leave requests must be in writing and submitted to the Chief and the Town Manager. See the Town Clerk for the appropriate forms.

Unpaid leave for birth, foster care, or adoption of a child must be taken within 1 year of the birth or placement of the child.

23.4 Medical Certification

If an employee requests leave for the employee or a family member's serious health condition, the employee must provide the appropriate medical certification from the employee's health care provider. Such leave will be limited to the expected duration of the serious illness or health condition. A serious illness or health condition is an illness or injury requiring hospitalization or continuing care by a health care provider. In addition, if the leave is for the employee's serious health condition, the employee's health care provider must certify the employee is unable to perform the functions of the employee's job. The Town may require a second or third opinion, at the Town's expense, periodic re-certification, and, when the leave is due to the employee's own serious illness, a release to return to work from the employee's healthcare provider. Failure to provide timely medical certification, re-certification upon request, or the submission of false information, is grounds for disciplinary action up to and including termination, unless it is not practicable to provide timely medical certification, or re-certification, despite the employee's diligent, good-faith efforts.

23.5 Accrual of Paid Leave

While on unpaid leave, vacation and other benefits will continue to accrue.

23.6 Continuation of Health Insurance

While on family and medical leave, the employee is entitled to continued health insurance coverage as if actively at work. If paid leave is substituted for unpaid leave, the employee's portion, if any, of the health plan premium will be deducted from the paycheck. If leave is unpaid and is not covered by FMLA, the employee must pay the employee's portion, if any, of the premium by the first of each month. Health care coverage will cease if the employee's premium payment is 30 days past due. Check with the Town Manager about other benefit continuation provisions. If an employee fails to return to work following family and medical leave, such an employee will be responsible for 100% of the cost of the health insurance premiums during the employee's leave.

23.7 Maternity/Paternity Leave

23.7.1 Eligibility

All pregnant female employees shall be eligible for maternity leave while temporarily physically incapacitated from performing her duties.

23.7.2 Terms

23.7.3 Commencement

Maternity leave shall commence when the employee is declared by her physician to be physically incapacitated.

23.7.4 Duration

The employees shall be allowed to remain absent from work for a maximum of 6 weeks after the birth, unless her physician verifies that she is still incapacitated. If her leave of absence is extended, she shall be reexamined by a physician on a regular basis until she is declared to be able to return to work. It is expected that employees will follow the advice of a physician while on maternity leave.

23.7.5 Maternity Leave Pay

All approved maternity leave shall be on a time off without pay basis after the employee has exhausted all accumulated sick leave, holiday leave and vacation leave.

23.7.6 Benefit Accrual

While on maternity leave, benefits shall continue as though on regular duty. When the employee returns for such leave, the time spent on leave shall be considered as continuous service in computing vacation and sick leave.

23.7.7 Reinstatement

Upon returning to duty, the employee shall be entitled to return to the same position held at the time leave was granted or to one of like classification, seniority or pay including any cost of living adjustments or salary range adjustments that may have occurred during said leave. If the employee decides not to return to work, the supervisor should be notified immediately.

23.7.8 Notification

Employees desiring a maternity leave of absence are required to notify their supervisor at least one month prior to the date of the requested leave. A request for maternity leave carries with it the intention to return to Town employment.

**ARTICLE 24
JURY/WITNESS SERVICE**

24.1 Eligibility

Any Town employee called for jury duty in any civil or criminal legal proceeding shall receive civil leave with pay.

24.2 Terms

24.2.1 Civil Leave Pay

All civil leave for eligible employees shall be, except jury duty, on a time off with pay basis and pay shall be computed at the employee's current regular weekly salary rate or based on 40 hours for hourly paid employees.

24.2.2 Benefit Accrual

While on civil 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 in computing vacation and sick leave.

24.2.3 Reporting to work

Full-time employees shall be expected to report to work when he or she is not serving as a juror or if 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. In unusual cases, the Town may request that an individual be excused or deferred from jury duty for a particular period of time.

24.2.4 Notification

Each employee who is 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.

**ARTICLE 25
MEAL PERIODS**

- 25.1 No employee shall be scheduled to work more than 6 hours per shift without being allowed a meal period of at least 1/2 hour, except in the case of extenuating circumstances.

**ARTICLE 26
TRAVEL**

- 26.1 Personal vehicles shall be used for Town business only with the approval of the Town Manager. If an employee uses the employee's personal vehicle for Town business (other than commuting to and from work), such an employee shall be reimbursed for mileage at the rate established by the Internal Revenue Code.

**ARTICLE 27
EDUCATIONAL ASSISTANCE**

- 27.1 Eligibility

The Town may provide financial assistance to any full-time employee, having completed his or her 6 month training period, who with a grade of C/equivalent or better completes a formal educational 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.

- 27.2 Terms

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

- 27.2.2 Employee's Two-year Obligation

After attending, completing or being awarded an Associate degree or higher, the employee must remain with the Town for 2 years; if the employee elects to terminate his or her employment before the 2 years, he or she is required to reimburse all educational costs to the Town in full.

Police Officers also have a two-year obligation with the Town after successfully completing the necessary requirements and achieving certification in Delaware including but not limited to all costs and expenses

related to training at such academy and field training with the Town; if the employee elects to terminate his or her employment before the two years, he or she is required to reimburse all such training and certification costs to the Town in full.

27.3 Enrollment

Each employee who wishes to apply for financial assistance according to this policy must receive the approval of the Town Manager prior to the commencement of the course. Police Officers must receive the approval of the Chief who will forward the request to the Town Manager for approval. 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 all eligible expenses incurred.

**ARTICLE 28
OUTSIDE EMPLOYMENT**

28.1 Bargaining unit employees may, with notification to the Chief, engage in outside employment which does not interfere with the employee's performance of duty with the Town and which does not involve the use of Town property, facilities authority or name.

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

**ARTICLE 29
CREDIT UNION**

29.1 Eligibility

The Town shall make available to full-time employees the option of becoming a member of the Credit Union.

29.2 Terms

Eligible employees may participate in the Credit Union which offers a variety of financial programs and packages.

29.3 Enrollment

Any eligible employee who wishes to become a member of the Credit Union should notify the Administrative Assistant.

**ARTICLE 30
UNEMPLOYMENT COMPENSATION INSURANCE**

30.1 All employees shall be covered by the State of Delaware Unemployment Insurance Act.

**ARTICLE 31
WORKERS' COMPENSATION**

31.1 Eligibility

All employees shall be eligible for workers' compensation leave while physically incapacitated because of an "on-the-job" sickness or injury covered by the Delaware Workmen's Compensation Act.

31.2 Use Of Paid Leave

Employees shall be entitled to use accrued and accruing sick leave, vacation leave and holiday leave to maintain the employee's regular weekly paycheck.

**ARTICLE 32
NEPOTISM**

32.1 Policy

The Town has an obligation to its employees to take reasonable and appropriate steps to assure that personnel management shall be implemented consistent with merit system principles.

32.2 Procedure

Members of the same immediate family, whose qualifications rank each of them first for the positions under consideration may be hired, transferred or promoted, so long as neither family member is responsible for the supervision, direction, evaluation or merit recommendation of the other. For the purpose of this policy, members of the immediate family shall include the spouse, parent, child, grandparent, aunt, uncle, nephew, niece, first cousin, brother, sister, grandchild, in-laws, or step-family. This policy shall also apply to the Mayor and the Town Council.

**ARTICLE 33
MAINTENANCE OF STANDARDS**

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

**ARTICLE 34
HEALTH INSURANCE**

34.1 Eligibility

The Town offers major medical insurance for all employees upon full-time employment. Any individual who is entitled to hospital insurance benefits under Medicare Parts A and B shall enroll in the Medicare programs.

34.2 Terms

34.2.1 Program Available

State of Delaware

34.2.2 Coverage and Town Financial Contribution

The Town offers individual coverage to those employees who are single with no dependents and family coverage to those employees who are married and/or have dependents. The Town shall pay the full premium amount for all employees who are single with no dependents and who accept the offer of individual coverage. For employees hired before November 7, 2011, the Town shall pay the entire premium amount for employees who are married and/or have dependents and who accept the offer of family coverage. For employees hired on or after November 7, 2011, the Town shall pay only the employee's portion of the premium amount for employees who are married and/or have dependents and who accept the offer of family coverage. In such situations, payment of the remainder of the premium amount for family coverage to cover a spouse and/or dependents shall be the sole responsibility of the employee.

34.2.3 COBRA - Continued 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:

- a) the employee's employment is terminated (for a reason other than gross misconduct); or
- b) the employee's hours or employment are reduced.

34.2.4 COBRA Continued Coverage of Spouse and/or Dependents

The employee's election of continued coverage may also include a covered spouse and dependent children. The maximum period of

continued coverage is 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:

- a) death of the spouse or parent (employee);
- b) termination (for reasons other than gross misconduct) or a reduction of hours of the spouse or parent's employment;
- c) divorce or legal separation from spouse or of parents; or
- d) 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 36 months.

34.2.5 COBRA - Discontinuation of Continued Coverage

Continued coverage will end earlier than the 18 or 36 months described in this section if:

- a) individuals are covered under another health care or major medical plan;
- b) individuals do not make their premium payments when due;
- c) individuals become eligible for Medicare; or
- d) the plan terminates for all employees.

34.2.6 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 Administrative Assistant.

ARTICLE 35 LIFE INSURANCE

The amount of life insurance provided to each employee is \$50,000, and Accidental Death & Dismemberment Insurance shall be an additional \$50,000.

ARTICLE 36 DENTAL/OPTICAL INSURANCE

Employees may participate in the State dental plan. The payment of the premium amount for such participating shall be the sole responsibility of the employee.

**ARTICLE 37
PENSIONS**

37.1 Eligibility

Each full-time employee who wishes to enroll shall be eligible to enroll in the pension plan offered by the Town.

37.2 Terms

37.2.1 Employee/Town Contributions

The Town participates in the State of Delaware pension plan in which the individual employee shall contribute as defined by the State of Delaware and the Town contribute an amount as defined by the State of Delaware.

37.2.2 Vesting

An employee becomes fully vested after 5 years of service. Upon terminating employment with the Town, the employee is fully entitled to his/her own basic contributions account. The employee's rights to any benefits from Town contributions will be determined by the employee's status on the plan's vesting schedule.

37.3 Enrollment

Any eligible employee who wishes to enroll in the pension plan or obtain a detailed explanation of the program shall notify the Administrative Assistant.

**ARTICLE 38
COMPENSATION**

The salary schedules for July 1, 2016 through June 30, 2017; July 1, 2017 through June 30, 2018; and July 1, 2018 through June 30, 2019 are set forth in Appendix C. Effective July 1, 2017 there shall be a minimum of 4 Corporals assuming there are a sufficient number of employees eligible to be a Corporal.

**ARTICLE 39
DURATION**

This Agreement shall be in full force and effect from July 1, 2016, to and including June 30, 2019, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least 90 days prior to the date of expiration.

[SIGNATURES FOLLOW ON NEXT PAGE]

APPENDIX A

Additional Duty Assignments Updated June 27, 2016

Training Officer – LT. Robert Legates

- Responsible for maintaining all training records for all officers, in accordance with COPT standards.
- Responsible for notifying administration and instructor(s) in advance of required annual training needs. This includes the 16 hour COPT mandate as well as in service training.
- Responsible for receiving training notices from any resource available and posting for review. Posting shall be timely and relevant.

Tow Slips – Adrian Acri, Administrative Assistant

- Responsible for quarterly audit of the tow slip file. Only vehicles currently in storage will remain in the file, all others will be removed to a separate file that will be purged every two years.

Property Officer – DET. Matthew Dufour SGT. Barry Wheatley (secondary)

- Responsible for maintaining all OPR.
- Responsible for training all officers on the proper methods for handling and documenting OPR.
- Responsible for all documentation related to the disposition of property.

Fire Department Liaison – PFC. Seth Bullock

- Responsible for maintaining communication with the Millsboro Volunteer Fire Company.
- Responsible for coordinating and communicating with the fire police.

Quartermaster – DET. Matthew Dufour LT. Robert Legates (secondary)

- Responsible for maintaining an accurate inventory of all uniforms and issued equipment.
- Responsible for keeping administration notified of any future equipment needs, this includes the purchase of new equipment and ancillary items such as batteries and TASER cartridges.
- Responsible for maintaining an inventory of all issued and stored departmental equipment.

APPENDIX A

Additional Duty Assignments Updated June 27, 2016

Special Events Coordinator – SGT. Evan Rogers
PFC. Carrie Rambo (secondary)

- Responsible for attending planning meetings for special events involving the MPD.
- Responsible for scheduling and locating all required assets necessary to complete the task.
- Completes Op's plans as needed for planned and unplanned events or as directed by the Chief of Police.
- Reports directly to the Chief of Police

First Aid Officer – PFC. David Moyer

- Responsible for all first aid equipment in possession of MPD. Maintains inventory of necessary replenishment items – including AED's.
- Makes recommendations to management for current and future needs involving first aid equipment.
- Responsible for weekly fire suppression equipment inspections and generator testing. All tests will be documented and emailed to Chief Calloway.
- Coordinates with the Quartermaster to purchase required items.

Computer Resource / TAC – PFC. David Moyer

- Responsible for maintaining / updating computer system.
- Responsible for training officers in proper use.
- Responsible for maintaining the monthly NCIC reviews.
- Web site maintenance / additions and deletions to web site, including Megan's Law postings

Radar Maintenance and Certification – CPL. Patrick Forester

- Responsible for Radar / Lidar maintenance.
- Responsible for Radar certifications.
- Responsible for Radar training.
- Advises the administration on any necessary budgetary concerns.

Processing Room / Intoxilyzer – CPL. Patrick Forester

- This officer will be responsible for the department property contained within the processing / Intoxilyzer room. i.e. Making sure that there are arrest cards (state and federal) in the proper places, there is ink for finger

APPENDIX A

Additional Duty Assignments Updated June 27, 2016

printing, Intoxilyzer logs are returned from court in a timely manner and are current and up to date, the digital camera(s) has working batteries, the media card is erased, property is stored properly, etc.

- This officer will reorder forms prior to running out.
- This officer will report to the administration with any issues involving this critical area of the department.

Mobile Data Terminal / In Car Camera / Technology – SGT. Barry Wheatley

- This officer will be responsible for maintenance, repair or arranging same for the following:
 - Mobile Data Terminals
 - In Car Cameras
 - Live Scan
 - Video (station) system including interview room camera
- Periodically this officer will make recommendations to the Chief of Police regarding upgrades and new technology to MDT's and in car cameras.

Vehicle Maintenance Officer – DET. Matthew Dufour LT. Robert Legates (secondary)

- Responsible for managing vehicle maintenance
- Maintains all files / records (detailed) of maintenance – including Network Fleet Devices. This also includes the web site management of the Network Fleet.
- Responsible for conducting quarterly inspection of all vehicles. All monthly inspections will be e-mailed to Chief Calloway.
- Responsible for providing the administration with recommendations and need for vehicles.
- Responsible for notifying the chain of command for lack of compliance.
- Also will coordinate maintenance and repairs to any special vehicles in possession of the department (ie – Command Trailer, etc.)
- Not responsible for motor unit, the head of the motor unit is responsible for maintenance to that equipment.

Street Light Report/Safety and Maintenance Issues - PFC. Seth Bullock

This officer will be responsible for compiling a running list of issues related to street lights. Lights that are out or the dusk to dawn sensor is not working properly – etc. The list will be updated monthly and relayed to the Chief of Police.

APPENDIX A

Additional Duty Assignments Updated June 27, 2016

This officer will also be responsible for reporting other issues related to safety. For instance – tree limbs or shrubbery obstructing signs or sight lines – large pot holes – signs that are missing or damaged – and other conditions that pose a safety concern. These items will be forwarded to the Chief who will forward the issue to the appropriate person or agency.

Motor Unit Supervisor – Chief Brian Calloway

- Responsible for all aspects of motor unit.
- All certifications and certification updates.
- Maintenance and repairs to motor unit(s).
- Remedial training.
- New technology and equipment updates.
- Scheduling patrol times and special events.
- Any and all documentation associated with the unit

Accreditation Manager – LT. Robert Legates

- Develop policies according to CALEA Standards.
- Maintain contact with CALEA.
- Maintain files and time sensitive documents in a current manner.
- Provide proof of compliance with accreditation standards upon request.
- Attend monthly and regional meetings.

Volunteer / Intern Coordinator – Chief Brian Calloway

- Locate, train and maintain volunteer programs.
- Schedule volunteers for service.
- Locate grants to fund future volunteer programs.
- Create new programs for volunteers.
- Monitor statistics of volunteers.
- Provide reports to DEMA.

Field Training Officer Program – Chief Calloway, LT. Robert Legates, SGT. Barry Wheatley, SGT. Evan Rogers, PFC. David Moyer, D/PFC. Mathew Dufour, and PFC. Carrie Rambo.

- Responsible for the training of new officers and reporting training deficiencies to administration.

Certified Departmental Instructors – Chief Calloway, LT. Legates, SGT. Wheatley, SGT. Rogers, and PFC. Moyer.

APPENDIX A

Additional Duty Assignments Updated June 27, 2016

- Firearms (Pistol / Rifle / Shotgun re-cert.
LT. Legates /SGT. Wheatley/ SGT. Rogers
- TASER
PFC. Moyer
- ASP
PFC. Moyer
- Cap Stun
SGT. Wheatley
- Citizens Academy
SGT. Rogers
- Other topics as assigned

Public Information Officer – Chief Brian Calloway
LT. Robert Legates (secondary)

- Coordinate and prepare any press releases as required by the position.
- Maintain positive communications with the media.
- Coordinate and communicate with the media during critical incidents and high profile or delicate issues.

Evidence Officer – DET. Matthew Dufour
SGT. Barry Wheatley (secondary)

- Assign all evidence placed into temporary evidence a control number.
- Log all evidence into Evidence control database.
- Maintain evidence control database.
- Arrange evidence deliveries and returns to the ME's office.
- Arrange for blood evidence pickup.
- Sign evidence in and out for court appearances.
- Destroy evidence per departmental policy.
- Prepare reports for CALEA Manager.
- Audit evidence per departmental policy.

Homeland Security / Emergency Management – Chief Brian K. Calloway

- Responsible for disseminating all information to appropriate personnel regarding threats, both specific and general.
- Responsible for creating / maintaining a hazard threat assessment.
- Responsible for preparing all reports requested by outside agencies.
- Responsible for locating / recommending / procuring related to Homeland Security or Emergency Management.

APPENDIX A

Additional Duty Assignments **Updated June 27, 2016**

- Responsible for locating and writing and grants related to Homeland Security and / or Emergency Management.
- Responsible for creating / maintaining / managing the town evacuation on Homeland Security.
- Will act as town liaison to all agencies affiliated with Homeland Security / Emergency Management.
- Will attend meetings as necessary throughout the region.

Infectious Disease Officer – PFC. Jonathan Zubrowski

- Responsible for informing officers about preventative and protective measure you can take to protect yourself against communicable diseases.
- Responsible for have an Exposure Control Plan.

APPENDIX B

1. Where an employee is required to appear in court on off-duty hours in connection with the performance of duty, the employee shall, commencing 30 minutes prior to the time the employee is scheduled to be in court, receive pay for 4 hours or the actual time (including time spent meeting with attorneys, witnesses, etc.), whichever is greater, at time and one-half (1-1/2) for such time. In no event shall an employee receive premium court time pay for regular duty hours.
2. The employee required to appear in the Court of Common Pleas (CCP) on off-duty hours, will be placed in an on-call status commencing at the time the employee is scheduled to report for court and shall be compensated for 2 hours or the actual time, whichever is greater, at 1-1/2 times the straight time hourly rate for such time. If an employee is contacted by the court and extended past the 2-hour window, the employee shall receive compensation for the extension at 1-1/2 times the straight time hourly rate for such time.
3. If an employee is called into work beyond the employee's scheduled work hours, such an employee shall be paid at the rate of time and one-half the employee's regular base rate of pay for 4 hours, or for the call-in time actually worked, whichever is greater. Provided, however, that if the employee is called into work and reports to work within 4 hours of the start of the employee's regular shift, such employee's call in pay shall not extend beyond the start of the employee's scheduled shift. For example, if an employee is scheduled to work at 6:00 AM but is called in and reports to work at 5:00 AM, such an employee shall receive 1 hours' call-in pay.
4. If an employee who is called into work beyond the employee's scheduled work hours is released from work prior to the expiration of 4 hours and is then called in to work a second time within the 4 hour period covered by the initial call-in, such an employee shall be paid at the rate of time and one-half (1-1/2) of the employee's regular base rate of pay for 4 hours from the initial call-in or for all time actually worked, whichever is greater. For example, if an employee is called into work, reports at 8:00 PM, is released from work at 8:30 PM, is called in a second time at 9:00 PM and is released from work at 11:00 PM, such officer will receive call-in pay for 4 hours.
5. As part of their professional obligation, employees shall be required to attend mandatory departmental functions (departmental meetings, firearms qualifications, etc.), and if an employee is not scheduled to work, he or she shall be compensated at the rate of 1-1/2 times their regular base rate of pay for 4 hours or the actual time spent, whichever is greater.
6. Overtime or premium pay shall not be pyramided, compounded or paid twice for the same time worked. Thus, for example, because an employee is paid premium time for court time and call-in time, such time shall not be included in determining whether the employee should receive overtime pay.

7. Except in the case of an emergency, a 24 hour notice shall be given to any employee prior to the change in the normal work schedule.
8. If an employee is called to work on his assigned day off during the days of Monday, Tuesday, Wednesday or Thursday, the employee will be given a scheduled shift off within the 28-day rotation in compensation for the shift worked. If an employee is called to work on his assigned day off during the days of Friday, Saturday or Sunday, the employee may elect to receive comp time in lieu of a day off for the shift worked. If an employee is called to work on his assigned day off for coverage of a partial shift, the employee will be compensated at 1-1/2 times the regular base rate of pay for 4 hours or the actual time spent, whichever is greater.
9. Upon agreement of the Town and the employee, an employee may receive compensatory time in lieu of overtime in accordance with the provisions of the Fair Labor Standards Act.
10. Compensatory time for employees shall accrue at the rate of 1-1/2 hours for each 1 hour of overtime worked.
11. Compensatory time is subject to a cap of 40 hours. Once the cap of 40 hours is met, overtime hours shall be paid. Employees shall be paid for all accrued compensatory time at the end of each fiscal year.
12. At the time of termination of an employee's employment for any reason including retirement, the employee shall be paid in full for any unused, accumulated compensatory time.

APPENDIX C

Town of Millsboro
Annual Salary Schedule
7/1/2016 through 6/30/2017 (Year 1)

| Years of Service | Rank | | | | |
|------------------|-------------------------|-----------|-----------|-----------|------------|
| | New Hire-- Patrolman | PFC | Corporal | Sergeant | Lieutenant |
| < 1 | \$ 38,000 | | | | |
| 1 | \$ 38,380 | | | | |
| 2 | \$ 38,764 | \$ 45,000 | | | |
| 3 | \$ 39,151 | \$ 45,450 | | | |
| 4 | \$ 39,543 | \$ 45,905 | \$ 50,000 | | |
| 5 | \$ 39,938 | \$ 46,364 | \$ 50,500 | | |
| 6 | \$ 40,338 | \$ 46,827 | \$ 51,005 | \$ 58,000 | |
| 7 | \$ 40,741 | \$ 47,295 | \$ 51,515 | \$ 58,580 | |
| 8 | \$ 41,149 | \$ 47,768 | \$ 52,030 | \$ 59,166 | \$ 62,000 |
| 9 | \$ 41,560 | \$ 48,246 | \$ 52,551 | \$ 59,757 | \$ 62,620 |
| 10 | \$ 41,976 | \$ 48,729 | \$ 53,076 | \$ 60,355 | \$ 63,246 |
| 11 | \$ 42,395 | \$ 49,216 | \$ 53,607 | \$ 60,959 | \$ 63,879 |
| 12 | \$ 42,819 | \$ 49,708 | \$ 54,143 | \$ 61,568 | \$ 64,517 |
| 13 | \$ 43,248 | \$ 50,205 | \$ 54,684 | \$ 62,184 | \$ 65,163 |
| 14 | \$ 43,680 | \$ 50,707 | \$ 55,231 | \$ 62,806 | \$ 65,814 |
| 15 | \$ 44,117 | \$ 51,214 | \$ 55,783 | \$ 63,434 | \$ 66,472 |
| 16 | \$ 44,558 | \$ 51,726 | \$ 56,341 | \$ 64,068 | \$ 67,137 |
| 17 | \$ 45,004 | \$ 52,244 | \$ 56,905 | \$ 64,709 | \$ 67,808 |
| 18 | \$ 45,454 | \$ 52,766 | \$ 57,474 | \$ 65,356 | \$ 68,487 |
| 19 | \$ 45,908 | \$ 53,294 | \$ 58,048 | \$ 66,009 | \$ 69,171 |
| 20 | \$ 46,367 | \$ 53,827 | \$ 58,629 | \$ 66,670 | \$ 69,863 |

APPENDIX C (Cont.)

Town of Millsboro
Annual Salary Schedule
7/1/2017 through 6/30/2018 (Year 2)

| Years of Service | Rank | | | | | |
|------------------|-------------------------|-----------|-----------|-----------|------------|--|
| | New Hire-- Patrolman | PFC | Corporal | Sergeant | Lieutenant | |
| < 1 | \$ 38,380 | | | | | |
| 1 | \$ 38,764 | | | | | |
| 2 | \$ 39,151 | \$ 45,450 | | | | |
| 3 | \$ 39,543 | \$ 45,905 | | | | |
| 4 | \$ 39,938 | \$ 46,364 | \$ 50,500 | | | |
| 5 | \$ 40,338 | \$ 46,827 | \$ 51,005 | | | |
| 6 | \$ 40,741 | \$ 47,295 | \$ 51,515 | \$ 58,580 | | |
| 7 | \$ 41,149 | \$ 47,768 | \$ 52,030 | \$ 59,166 | | |
| 8 | \$ 41,560 | \$ 48,246 | \$ 52,551 | \$ 59,757 | \$ 62,620 | |
| 9 | \$ 41,976 | \$ 48,729 | \$ 53,076 | \$ 60,355 | \$ 63,246 | |
| 10 | \$ 42,395 | \$ 49,216 | \$ 53,607 | \$ 60,959 | \$ 63,879 | |
| 11 | \$ 42,819 | \$ 49,708 | \$ 54,143 | \$ 61,568 | \$ 64,517 | |
| 12 | \$ 43,248 | \$ 50,205 | \$ 54,684 | \$ 62,184 | \$ 65,163 | |
| 13 | \$ 43,680 | \$ 50,707 | \$ 55,231 | \$ 62,806 | \$ 65,814 | |
| 14 | \$ 44,117 | \$ 51,214 | \$ 55,783 | \$ 63,434 | \$ 66,472 | |
| 15 | \$ 44,558 | \$ 51,726 | \$ 56,341 | \$ 64,068 | \$ 67,137 | |
| 16 | \$ 45,004 | \$ 52,244 | \$ 56,905 | \$ 64,709 | \$ 67,808 | |
| 17 | \$ 45,454 | \$ 52,766 | \$ 57,474 | \$ 65,356 | \$ 68,487 | |
| 18 | \$ 45,908 | \$ 53,294 | \$ 58,048 | \$ 66,009 | \$ 69,171 | |
| 19 | \$ 46,367 | \$ 53,827 | \$ 58,629 | \$ 66,670 | \$ 69,863 | |
| 20 | \$ 46,831 | \$ 54,365 | \$ 59,215 | \$ 67,336 | \$ 70,562 | |

APPENDIX C (Cont.)

Town of Millsboro
Annual Salary Schedule
7/1/2018 through 6/30/2019 (Year 3)

| Years of Service | Rank | | | | | |
|------------------|------------------------|-----------|-----------|-----------|------------|--|
| | New Hire— Patrolman | PFC | Corporal | Sergeant | Lieutenant | |
| < 1 | \$ 38,764 | | | | | |
| 1 | \$ 39,151 | | | | | |
| 2 | \$ 39,543 | \$ 45,905 | | | | |
| 3 | \$ 39,938 | \$ 46,364 | | | | |
| 4 | \$ 40,338 | \$ 46,827 | \$ 51,005 | | | |
| 5 | \$ 40,741 | \$ 47,295 | \$ 51,515 | | | |
| 6 | \$ 41,149 | \$ 47,768 | \$ 52,030 | \$ 59,166 | | |
| 7 | \$ 41,560 | \$ 48,246 | \$ 52,551 | \$ 59,757 | | |
| 8 | \$ 41,976 | \$ 48,729 | \$ 53,076 | \$ 60,355 | \$ 63,246 | |
| 9 | \$ 42,395 | \$ 49,216 | \$ 53,607 | \$ 60,959 | \$ 63,879 | |
| 10 | \$ 42,819 | \$ 49,708 | \$ 54,143 | \$ 61,568 | \$ 64,517 | |
| 11 | \$ 43,248 | \$ 50,205 | \$ 54,684 | \$ 62,184 | \$ 65,163 | |
| 12 | \$ 43,680 | \$ 50,707 | \$ 55,231 | \$ 62,806 | \$ 65,814 | |
| 13 | \$ 44,117 | \$ 51,214 | \$ 55,783 | \$ 63,434 | \$ 66,472 | |
| 14 | \$ 44,558 | \$ 51,726 | \$ 56,341 | \$ 64,068 | \$ 67,137 | |
| 15 | \$ 45,004 | \$ 52,244 | \$ 56,905 | \$ 64,709 | \$ 67,808 | |
| 16 | \$ 45,454 | \$ 52,766 | \$ 57,474 | \$ 65,356 | \$ 68,487 | |
| 17 | \$ 45,908 | \$ 53,294 | \$ 58,048 | \$ 66,009 | \$ 69,171 | |
| 18 | \$ 46,367 | \$ 53,827 | \$ 58,629 | \$ 66,670 | \$ 69,863 | |
| 19 | \$ 46,831 | \$ 54,365 | \$ 59,215 | \$ 67,336 | \$ 70,562 | |
| 20 | \$ 47,299 | \$ 54,909 | \$ 59,807 | \$ 68,010 | \$ 71,267 | |

APPENDIX A

Additional Duty Assignments Updated June 27, 2016

Training Officer – LT. Robert Legates

- Responsible for maintaining all training records for all officers, in accordance with COPT standards.
- Responsible for notifying administration and instructor(s) in advance of required annual training needs. This includes the 16 hour COPT mandate as well as in service training.
- Responsible for receiving training notices from any resource available and posting for review. Posting shall be timely and relevant.

Tow Slips – Adrian Acri, Administrative Assistant

- Responsible for quarterly audit of the tow slip file. Only vehicles currently in storage will remain in the file, all others will be removed to a separate file that will be purged every two years.

Property Officer – DET. Matthew Dufour SGT. Barry Wheatley (secondary)

- Responsible for maintaining all OPR.
- Responsible for training all officers on the proper methods for handling and documenting OPR.
- Responsible for all documentation related to the disposition of property.

Fire Department Liaison – PFC. Seth Bullock

- Responsible for maintaining communication with the Millsboro Volunteer Fire Company.
- Responsible for coordinating and communicating with the fire police.

Quartermaster – DET. Matthew Dufour LT. Robert Legates (secondary)

- Responsible for maintaining an accurate inventory of all uniforms and issued equipment.
- Responsible for keeping administration notified of any future equipment needs, this includes the purchase of new equipment and ancillary items such as batteries and TASER cartridges.
- Responsible for maintaining an inventory of all issued and stored departmental equipment.

APPENDIX A

Additional Duty Assignments Updated June 27, 2016

Special Events Coordinator – SGT. Evan Rogers PFC. Carrie Rambo (secondary)

- Responsible for attending planning meetings for special events involving the MPD.
- Responsible for scheduling and locating all required assets necessary to complete the task.
- Completes Op's plans as needed for planned and unplanned events or as directed by the Chief of Police.
- Reports directly to the Chief of Police

First Aid Officer – PFC. David Moyer

- Responsible for all first aid equipment in possession of MPD. Maintains inventory of necessary replenishment items – including AED's.
- Makes recommendations to management for current and future needs involving first aid equipment.
- Responsible for weekly fire suppression equipment inspections and generator testing. All tests will be documented and emailed to Chief Calloway.
- Coordinates with the Quartermaster to purchase required items.

Computer Resource / TAC – PFC. David Moyer

- Responsible for maintaining / updating computer system.
- Responsible for training officers in proper use.
- Responsible for maintaining the monthly NCIC reviews.
- Web site maintenance / additions and deletions to web site, including Megan's Law postings

Radar Maintenance and Certification – CPL. Patrick Forester

- Responsible for Radar / Lidar maintenance.
- Responsible for Radar certifications.
- Responsible for Radar training.
- Advises the administration on any necessary budgetary concerns.

Processing Room / Intoxilyzer – CPL. Patrick Forester

- This officer will be responsible for the department property contained within the processing / Intoxilyzer room. i.e. Making sure that there are arrest cards (state and federal) in the proper places, there is ink for finger

APPENDIX A

Additional Duty Assignments Updated June 27, 2016

printing, Intoxilyzer logs are returned from court in a timely manner and are current and up to date, the digital camera(s) has working batteries, the media card is erased, property is stored properly, etc.

- This officer will reorder forms prior to running out.
- This officer will report to the administration with any issues involving this critical area of the department.

Mobile Data Terminal / In Car Camera / Technology – SGT. Barry Wheatley

- This officer will be responsible for maintenance, repair or arranging same for the following:
 - Mobile Data Terminals
 - In Car Cameras
 - Live Scan
 - Video (station) system including interview room camera
- Periodically this officer will make recommendations to the Chief of Police regarding upgrades and new technology to MDT's and in car cameras.

Vehicle Maintenance Officer – DET. Matthew Dufour LT. Robert Legates (secondary)

- Responsible for managing vehicle maintenance
- Maintains all files / records (detailed) of maintenance – including Network Fleet Devices. This also includes the web site management of the Network Fleet.
- Responsible for conducting quarterly inspection of all vehicles. All monthly inspections will be e-mailed to Chief Calloway.
- Responsible for providing the administration with recommendations and need for vehicles.
- Responsible for notifying the chain of command for lack of compliance.
- Also will coordinate maintenance and repairs to any special vehicles in possession of the department (ie – Command Trailer, etc.)
- Not responsible for motor unit, the head of the motor unit is responsible for maintenance to that equipment.

Street Light Report/Safety and Maintenance Issues - PFC. Seth Bullock

This officer will be responsible for compiling a running list of issues related to street lights. Lights that are out or the dusk to dawn sensor is not working properly – etc. The list will be updated monthly and relayed to the Chief of Police.

APPENDIX A

Additional Duty Assignments Updated June 27, 2016

This officer will also be responsible for reporting other issues related to safety. For instance – tree limbs or shrubbery obstructing signs or sight lines – large pot holes – signs that are missing or damaged – and other conditions that pose a safety concern. These items will be forwarded to the Chief who will forward the issue to the appropriate person or agency.

Motor Unit Supervisor – Chief Brian Calloway

- Responsible for all aspects of motor unit.
- All certifications and certification updates.
- Maintenance and repairs to motor unit(s).
- Remedial training.
- New technology and equipment updates.
- Scheduling patrol times and special events.
- Any and all documentation associated with the unit

Accreditation Manager – LT. Robert Legates

- Develop policies according to CALEA Standards.
- Maintain contact with CALEA.
- Maintain files and time sensitive documents in a current manner.
- Provide proof of compliance with accreditation standards upon request.
- Attend monthly and regional meetings.

Volunteer / Intern Coordinator – Chief Brian Calloway

- Locate, train and maintain volunteer programs.
- Schedule volunteers for service.
- Locate grants to fund future volunteer programs.
- Create new programs for volunteers.
- Monitor statistics of volunteers.
- Provide reports to DEMA.

Field Training Officer Program – Chief Calloway, LT. Robert Legates, SGT. Barry Wheatley, SGT. Evan Rogers, PFC. David Moyer, D/PFC. Mathew Dufour, and PFC. Carrie Rambo.

- Responsible for the training of new officers and reporting training deficiencies to administration.

Certified Departmental Instructors – Chief Calloway, LT. Legates, SGT. Wheatley, SGT. Rogers, and PFC. Moyer.

APPENDIX A

Additional Duty Assignments Updated June 27, 2016

- Firearms (Pistol / Rifle / Shotgun re-cert.
LT. Legates /SGT. Wheatley/ SGT. Rogers
- TASER
PFC. Moyer
- ASP
PFC. Moyer
- Cap Stun
SGT. Wheatley
- Citizens Academy
SGT. Rogers
- Other topics as assigned

Public Information Officer – Chief Brian Calloway
LT. Robert Legates (secondary)

- Coordinate and prepare any press releases as required by the position.
- Maintain positive communications with the media.
- Coordinate and communicate with the media during critical incidents and high profile or delicate issues.

Evidence Officer – DET. Matthew Dufour
SGT. Barry Wheatley (secondary)

- Assign all evidence placed into temporary evidence a control number.
- Log all evidence into Evidence control database.
- Maintain evidence control database.
- Arrange evidence deliveries and returns to the ME's office.
- Arrange for blood evidence pickup.
- Sign evidence in and out for court appearances.
- Destroy evidence per departmental policy.
- Prepare reports for CALEA Manager.
- Audit evidence per departmental policy.

Homeland Security / Emergency Management – Chief Brian K. Calloway

- Responsible for disseminating all information to appropriate personnel regarding threats, both specific and general.
- Responsible for creating / maintaining a hazard threat assessment.
- Responsible for preparing all reports requested by outside agencies.
- Responsible for locating / recommending / procuring related to Homeland Security or Emergency Management.

APPENDIX A

Additional Duty Assignments **Updated June 27, 2016**

- Responsible for locating and writing and grants related to Homeland Security and / or Emergency Management.
- Responsible for creating / maintaining / managing the town evacuation on Homeland Security.
- Will act as town liaison to all agencies affiliated with Homeland Security / Emergency Management.
- Will attend meetings as necessary throughout the region.

Infectious Disease Officer – PFC. Jonathan Zubrowski

- Responsible for informing officers about preventative and protective measure you can take to protect yourself against communicable diseases.
- Responsible for have an Exposure Control Plan.

APPENDIX B

1. Where an employee is required to appear in court on off-duty hours in connection with the performance of duty, the employee shall, commencing 30 minutes prior to the time the employee is scheduled to be in court, receive pay for 4 hours or the actual time (including time spent meeting with attorneys, witnesses, etc.), whichever is greater, at time and one-half (1-1/2) for such time. In no event shall an employee receive premium court time pay for regular duty hours.
2. The employee required to appear in the Court of Common Pleas (CCP) on off-duty hours, will be placed in an on-call status commencing at the time the employee is scheduled to report for court and shall be compensated for 2 hours or the actual time, whichever is greater, at 1-1/2 times the straight time hourly rate for such time. If an employee is contacted by the court and extended past the 2-hour window, the employee shall receive compensation for the extension at 1-1/2 times the straight time hourly rate for such time
3. If an employee is called into work beyond the employee's scheduled work hours, such an employee shall be paid at the rate of time and one-half the employee's regular base rate of pay for 4 hours, or for the call-in time actually worked, whichever is greater. Provided, however, that if the employee is called into work and reports to work within 4 hours of the start of the employee's regular shift, such employee's call in pay shall not extend beyond the start of the employee's scheduled shift. For example, if an employee is scheduled to work at 6:00 AM but is called in and reports to work at 5:00 AM, such an employee shall receive 1 hours' call-in pay.
4. If an employee who is called into work beyond the employee's scheduled work hours is released from work prior to the expiration of 4 hours and is then called in to work a second time within the 4 hour period covered by the initial call-in, such an employee shall be paid at the rate of time and one-half (1-1/2) of the employee's regular base rate of pay for 4 hours from the initial call-in or for all time actually worked, whichever is greater. For example, if an employee is called into work, reports at 8:00 PM, is released from work at 8:30 PM, is called in a second time at 9:00 PM and is released from work at 11:00 PM, such officer will receive call-in pay for 4 hours.
5. As part of their professional obligation, employees shall be required to attend mandatory departmental functions (departmental meetings, firearms qualifications, etc.), and if an employee is not scheduled to work, he or she shall be compensated at the rate of 1-1/2 times their regular base rate of pay for 4 hours or the actual time spent, whichever is greater.
6. Overtime or premium pay shall not be pyramided, compounded or paid twice for the same time worked. Thus, for example, because an employee is paid premium time for court time and call-in time, such time shall not be included in determining whether the employee should receive overtime pay.

7. Except in the case of an emergency, a 24 hour notice shall be given to any employee prior to the change in the normal work schedule.
8. If an employee is called to work on his assigned day off during the days of Monday, Tuesday, Wednesday or Thursday, the employee will be given a scheduled shift off within the 28-day rotation in compensation for the shift worked. If an employee is called to work on his assigned day off during the days of Friday, Saturday or Sunday, the employee may elect to receive comp time in lieu of a day off for the shift worked. If an employee is called to work on his assigned day off for coverage of a partial shift, the employee will be compensated at 1-1/2 times the regular base rate of pay for 4 hours or the actual time spent, whichever is greater.
9. Upon agreement of the Town and the employee, an employee may receive compensatory time in lieu of overtime in accordance with the provisions of the Fair Labor Standards Act.
10. Compensatory time for employees shall accrue at the rate of 1-1/2 hours for each 1 hour of overtime worked.
11. Compensatory time is subject to a cap of 40 hours. Once the cap of 40 hours is met, overtime hours shall be paid. Employees shall be paid for all accrued compensatory time at the end of each fiscal year.
12. At the time of termination of an employee's employment for any reason including retirement, the employee shall be paid in full for any unused, accumulated compensatory time.

APPENDIX C

Town of Millsboro
Annual Salary Schedule
7/1/2016 through 6/30/2017 (Year 1)

| Years of Service | Rank | | | | | |
|------------------|-------------------------|-----------|-----------|-----------|------------|--|
| | New Hire-- Patrolman | PFC | Corporal | Sergeant | Lieutenant | |
| < 1 | \$ 38,000 | | | | | |
| 1 | \$ 38,380 | | | | | |
| 2 | \$ 38,764 | \$ 45,000 | | | | |
| 3 | \$ 39,151 | \$ 45,450 | | | | |
| 4 | \$ 39,543 | \$ 45,905 | \$ 50,000 | | | |
| 5 | \$ 39,938 | \$ 46,364 | \$ 50,500 | | | |
| 6 | \$ 40,338 | \$ 46,827 | \$ 51,005 | \$ 58,000 | | |
| 7 | \$ 40,741 | \$ 47,295 | \$ 51,515 | \$ 58,580 | | |
| 8 | \$ 41,149 | \$ 47,768 | \$ 52,030 | \$ 59,166 | \$ 62,000 | |
| 9 | \$ 41,560 | \$ 48,246 | \$ 52,551 | \$ 59,757 | \$ 62,620 | |
| 10 | \$ 41,976 | \$ 48,729 | \$ 53,076 | \$ 60,355 | \$ 63,246 | |
| 11 | \$ 42,395 | \$ 49,216 | \$ 53,607 | \$ 60,959 | \$ 63,879 | |
| 12 | \$ 42,819 | \$ 49,708 | \$ 54,143 | \$ 61,568 | \$ 64,517 | |
| 13 | \$ 43,248 | \$ 50,205 | \$ 54,684 | \$ 62,184 | \$ 65,163 | |
| 14 | \$ 43,680 | \$ 50,707 | \$ 55,231 | \$ 62,806 | \$ 65,814 | |
| 15 | \$ 44,117 | \$ 51,214 | \$ 55,783 | \$ 63,434 | \$ 66,472 | |
| 16 | \$ 44,558 | \$ 51,726 | \$ 56,341 | \$ 64,068 | \$ 67,137 | |
| 17 | \$ 45,004 | \$ 52,244 | \$ 56,905 | \$ 64,709 | \$ 67,808 | |
| 18 | \$ 45,454 | \$ 52,766 | \$ 57,474 | \$ 65,356 | \$ 68,487 | |
| 19 | \$ 45,908 | \$ 53,294 | \$ 58,048 | \$ 66,009 | \$ 69,171 | |
| 20 | \$ 46,367 | \$ 53,827 | \$ 58,629 | \$ 66,670 | \$ 69,863 | |

APPENDIX C (Cont.)

Town of Millsboro
Annual Salary Schedule
7/1/2017 through 6/30/2018 (Year 2)

| Years of Service | Rank | | | | |
|------------------|--------------------|-----------|-----------|-----------|------------|
| | New Hire—Patrolman | PFC | Corporal | Sergeant | Lieutenant |
| <1 | \$ 38,380 | | | | |
| 1 | \$ 38,764 | | | | |
| 2 | \$ 39,151 | \$ 45,450 | | | |
| 3 | \$ 39,543 | \$ 45,905 | | | |
| 4 | \$ 39,938 | \$ 46,364 | \$ 50,500 | | |
| 5 | \$ 40,338 | \$ 46,827 | \$ 51,005 | | |
| 6 | \$ 40,741 | \$ 47,295 | \$ 51,515 | \$ 58,580 | |
| 7 | \$ 41,149 | \$ 47,768 | \$ 52,030 | \$ 59,166 | |
| 8 | \$ 41,560 | \$ 48,246 | \$ 52,551 | \$ 59,757 | \$ 62,620 |
| 9 | \$ 41,976 | \$ 48,729 | \$ 53,076 | \$ 60,355 | \$ 63,246 |
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| 12 | \$ 43,248 | \$ 50,205 | \$ 54,684 | \$ 62,184 | \$ 65,163 |
| 13 | \$ 43,680 | \$ 50,707 | \$ 55,231 | \$ 62,806 | \$ 65,814 |
| 14 | \$ 44,117 | \$ 51,214 | \$ 55,783 | \$ 63,434 | \$ 66,472 |
| 15 | \$ 44,558 | \$ 51,726 | \$ 56,341 | \$ 64,068 | \$ 67,137 |
| 16 | \$ 45,004 | \$ 52,244 | \$ 56,905 | \$ 64,709 | \$ 67,808 |
| 17 | \$ 45,454 | \$ 52,766 | \$ 57,474 | \$ 65,356 | \$ 68,487 |
| 18 | \$ 45,908 | \$ 53,294 | \$ 58,048 | \$ 66,009 | \$ 69,171 |
| 19 | \$ 46,367 | \$ 53,827 | \$ 58,629 | \$ 66,670 | \$ 69,863 |
| 20 | \$ 46,831 | \$ 54,365 | \$ 59,215 | \$ 67,336 | \$ 70,562 |

APPENDIX C (Cont.)

Town of Millsboro
Annual Salary Schedule
7/1/2018 through 6/30/2019 (Year 3)

| Years of Service | Rank | | | | |
|------------------|--------------------|-----------|-----------|-----------|------------|
| | New Hire—Patrolman | PFC | Corporal | Sergeant | Lieutenant |
| < 1 | \$ 38,764 | | | | |
| 1 | \$ 39,151 | | | | |
| 2 | \$ 39,543 | \$ 45,905 | | | |
| 3 | \$ 39,938 | \$ 46,364 | | | |
| 4 | \$ 40,338 | \$ 46,827 | \$ 51,005 | | |
| 5 | \$ 40,741 | \$ 47,295 | \$ 51,515 | | |
| 6 | \$ 41,149 | \$ 47,768 | \$ 52,030 | \$ 59,166 | |
| 7 | \$ 41,560 | \$ 48,246 | \$ 52,551 | \$ 59,757 | |
| 8 | \$ 41,976 | \$ 48,729 | \$ 53,076 | \$ 60,355 | \$ 63,246 |
| 9 | \$ 42,395 | \$ 49,216 | \$ 53,607 | \$ 60,959 | \$ 63,879 |
| 10 | \$ 42,819 | \$ 49,708 | \$ 54,143 | \$ 61,568 | \$ 64,517 |
| 11 | \$ 43,248 | \$ 50,205 | \$ 54,684 | \$ 62,184 | \$ 65,163 |
| 12 | \$ 43,680 | \$ 50,707 | \$ 55,231 | \$ 62,806 | \$ 65,814 |
| 13 | \$ 44,117 | \$ 51,214 | \$ 55,783 | \$ 63,434 | \$ 66,472 |
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| 19 | \$ 46,831 | \$ 54,365 | \$ 59,215 | \$ 67,336 | \$ 70,562 |
| 20 | \$ 47,299 | \$ 54,909 | \$ 59,807 | \$ 68,010 | \$ 71,267 |