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PURPOSE

1.0 It is the purpose of this Agreement to promote and ensure harmonious relations, cooperation and understanding between the County and the bargaining unit covered hereby, to ensure true collective bargaining under state law, to establish wages, hours, working conditions and other terms of employment consistent with the goals and purposes of the Merit System as established by the County ordinance and regulation.

The County and the Union jointly pledge their cooperation to work together in the public interest to secure continued improvement in the services offered to the citizens of New Castle County.

ARTICLE 1 UNION RECOGNITION, UNION MEMBERSHIP AND DEDUCTION OF UNION DUES

1.1 Union Recognition

(a) The County recognizes the Union as the sole and exclusive collective bargaining agent for all employees employed by the County as crossing guards for the purpose of collective bargaining with respect to wages, rates-of-pay, hours of employment, and other conditions of employment.

(b) The term "employees" as used in this Agreement shall include all County employees employed as crossing guards and stated in the specifically numbered certification of the Public Employment Relations Board made on June 18, 2002.

1.2 Union Security

(a) All employees in the collective bargaining unit who have completed thirty-one (31) days of service who are not, who do not become, or do not remain members, shall, during any such period of non-membership, as a condition of employment, pay to the Union a service fee equivalent to the dues uniformly required of its members.

(b) The Union shall accept into membership each employee covered by this Agreement who tenders to the Union the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership in the Union or who tenders the service fee uniformly required of its members.

1.3 Deduction of Union Dues or Service Fees

(a) The County agrees to deduct the periodic Union membership dues or service fees uniformly required by the Union as a condition of acquiring or retaining membership, in accordance with the Constitution and By-Laws of the Union, from the pay of employees who certify that they authorize such deductions and who execute the "Authorization for Check-Off of Dues" form. Union dues are to be deducted after the thirty-first (31st) day of employment and upon execution of the authorization form.

(b) Employees who certify that they authorize such deductions, and execute the "Authorization for Check-Off of Dues" form, assign to the Union, from any wages earned or to be earned from the County as an employee, the regular periodic dues or service fees or such amounts as may hereafter be established by the Union and become due to it as said membership dues or service fees in the Union.

(c) Dues or service fee deductions shall be remitted to the designated financial officer of the Local Union not later than the fifteenth (15th) day in the month.

(d) The term "dues" shall not be deemed to include any fine, assessment, contribution, or other form of payment required from members of IBEW Local 2270, AFL-CIO.

(e) In the event the Union changes the amount or the frequency of Union dues or service fees to be deducted from the paychecks of its members, it shall notify the Chief Human Resources Officer in writing at least twenty-five (25) working days prior to the effective date of such change.

(f) The Union shall indemnify and hold the employer 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 employer 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 and the Union shall reimburse the County for any legal fees or expenses incurred in defending such action.

(g) Dues not withheld from an employee due to an error shall be deducted from the employee's pay during the next pay period.

ARTICLE 2
UNION AND COUNTY REPRESENTATION

2.1 The County agrees to recognize Union-designated, at-large stewards. At-large stewards are recognized by the County to be acting for all employees in Local 2270. There shall not be more than five (5) such at-large stewards.

2.2 In the case of extended unavailability of a steward, the Union may appoint an alternate and shall give written notice of such appointment to the supervisor.

2.3 The Union agrees to recognize the Chief Human Resources Officer or designee as the duly authorized person responsible for all aspects of administration of this Agreement. Wherever an elected or appointed County official is referred to in this Agreement, it shall be deemed to include that official or designee.

(a) County employees, whose attendance during working hours is required at grievance proceedings, shall attend without loss of regular straight time pay. Requests by the Union for employees to attend the various steps of the grievance process shall be cleared with the Chief Human Resources Officer and the departmental general manager or senior manager involved. Any County employee attending various steps in the grievance process outside of regular scheduled working hours shall not be eligible for pay for attendance at such meeting.

(b) In connection with the negotiation of collective bargaining agreements between the County and members of the bargaining unit, up to two (2) bargaining unit employees may attend negotiation sessions scheduled during regular working hours without loss of regular straight time pay. Any County employee attending negotiation sessions outside of regular scheduled working hours shall not be eligible to be paid by the County for attendance at such meeting.

(c) Members of the bargaining unit, whose attendance at meetings held during regular scheduled working hours is requested by the County Executive or the Chief Human Resources Officer, shall attend such meetings without loss of regular straight time pay. Bargaining unit employees attending such meetings outside of regular scheduled working hours shall not be eligible to be paid by the County for attendance at such meetings.

ARTICLE 3
STANDARD OF RESPONSIBILITY AND CONFIDENTIALITY

3.0 Contract Administration

Information concerning the conduct of County business covered by this Agreement and other data, information, and methods of operation that are received by the employee during the course of employment are and shall be treated as confidential and are for the sole and exclusive use of the County. The employee agrees not to copy such material or divulge such material directly or indirectly to any other person at any time, except as may be necessary or desirable to persons authorized by the County.

ARTICLE 4
GRIEVANCE PROCEDURE

4.1 A grievance is a dispute which may arise between the parties concerning the application or interpretation of the provisions of this Agreement. Although either party may file a grievance alleging violation of the terms and conditions of this Agreement, any matter relating to employees during their probationary period shall not be the subject of a grievance.

4.2 It shall be the firm policy of the County and the Union to assure every employee in the bargaining unit an unobstructed use of the grievance procedure without fear of reprisal and without prejudice in any manner concerning job status.

4.3 The time limits as set forth herein may be extended by mutual written agreement of the parties.

4.4 If a grievance is not properly initiated or appealed within the time limits set forth, the grievance shall be considered waived.

4.5 If the County does not provide a decision to a grievance within the time limits set forth herein, the grievance may be appealed as if it had been denied.

4.6 The grievance must be brought to the immediate supervisor's attention no later than fourteen (14) calendar days after an event or fourteen (14) calendar days after an employee becomes aware of an event or should have been aware of an event which is the immediate cause of the grievance.

STEP ONE: IMMEDIATE SUPERVISOR

4.7 In an attempt to resolve the grievances at the lowest possible level, the employee shall (within the appropriate time limit of Section 4.06 first informally discuss the matter with the immediate supervisor.

(a) If the matter is unresolved the employee shall reduce the grievance to writing as described in Section 4.09 and submit the written grievance to the immediate supervisor within seven (7) calendar days of the informal meeting.

(b) The immediate supervisor shall schedule a meeting with the employee, the appropriate Union steward, and such other persons as are necessary.

4.8 Either the Union through its president or the County through the Chief Human Resources Officer may reject any settlement of a grievance that takes place at Step One by notifying the other party of the intention to appeal the grievance to Step Two. Such written notification must be given within fourteen (14) calendar days of the date when the settlement was reached.

4.9 All written grievances (from Section 4.07(a) on) shall be filed on forms provided by the Office of Human Resources and shall contain the following information:

- (a) What part of the Agreement has been violated.
- (b) When the grievance occurred.
- (c) The specific remedy sought.
- (d) The name or names of the employee(s) filing the grievance.

STEP TWO: DEPARTMENT GENERAL MANAGER/CHIEF H.R. OFFICER

4.10 If the response is not satisfactory under Section 4.07, then within ten (10) calendar days after the meeting with the immediate supervisor in Section 4.07(b) the grievance shall be presented in writing to the general manager and a copy sent to the Chief Human Resources Officer ("CHRO").

4.11 The department general manager and the CHRO, or their designee, and such other persons as the department general manager deems appropriate shall meet within ten (10) calendar days with the grievant and the appropriate Union steward.

(a) The department general manager shall render a decision in writing within five (5) calendar days after the grievance meeting in Section 4.11.

STEP THREE: ARBITRATION

4.12 If the Step Two decision is unacceptable, the grievance may be appealed to arbitration unless prohibited under Section 4.13.

4.13 Grievances which allege violation of rights protected under equal employment opportunity laws or which allege violation of state or federally protected constitutional rights shall not be appealed to arbitration.

4.14 To be properly appealed, notice of appeal of a grievance to arbitration must:

(a) Be filed with the non-appealing party within twenty (20) calendar days after the final decision has been given in writing under Step Two; and

(b) The appealing party shall notify the Philadelphia Office of the American Arbitration Association (AAA) of the existence of the grievance and the need for the first list of arbitrators' names within twenty (20) calendar days after notice in Section 4.14(a) is received.

4.15 In the event the parties cannot agree on a selection within ten (10) calendar days after the list of names has been received by both parties from the AAA, the arbitrator shall be selected under Voluntary Labor Arbitration rules of the AAA.

4.16 The grievant, the steward, the President of the Union and such other employees deemed essential or appropriate at the arbitration hearing shall attend without loss of regular, straight time pay, should the hearing occur during working time. However, compensation shall not exceed five (5) hours of straight time pay (if the employee was scheduled to work those hours) for attendance at the arbitration hearing.

4.17 The arbitrator, at the request of either party, may ask the grievant whether the grievant is aware that the arbitrator's decision is final and binding.

4.18 Arbitrator's Powers

(a) The arbitration award shall be final and binding and shall be in writing setting forth the arbitrator's opinion and conclusion on the issue(s) submitted. The arbitrator shall limit the decision strictly to the application and interpretation of the provisions of the Agreement. The arbitrator shall be without power to make any decision contrary to or inconsistent with, or modifying or varying in any way, the terms of this Agreement and the merit ordinance. The arbitrator shall not have power to establish or change any salary or job content of any classification or to modify any salary schedule.

(b) In case of a grievance involving any continuing or other money claim against the County, no award shall be made by the arbitrator which shall allow accruals prior to the date when such grievance shall have been presented to the County in writing except in a case whereby

the employee or the Union could not know prior to that date that there were grounds for such a claim. In such cases, retroactive claims shall be limited to a period of thirty (30) calendar days prior to the date the claim was first filed in writing.

(c) The fee for the arbitrator's services and expenses, the administration fee of the AAA, and costs of the proceeding shall be borne equally by the County and the Union. If either party desires a verbatim record to be made, it shall pay for the record and supply the arbitrator with a copy. Should the other party desire a copy, it can be obtained at cost.

4.19 Special Rights of the Parties

(a) The Union has a right to initiate a system-wide grievance at Step Two without necessarily representing any single grievant if the grievance involves a matter of general application to members of the bargaining unit. All individuals in the group that will be affected by the grievance and its resolution shall be bound to any resolution which is accepted by the Union representatives and shall not thereafter again raise the issue individually. This is the only exception to the requirement that a grievant sign the written grievance in Section 4.07. However, the group of employees whose rights are being determined by the system-wide grievance must be identified with specificity on the grievance form.

(b) The County shall have the right to submit directly to arbitration those issues which may prevent or halt what is alleged to be a violation or breach of this Agreement by the Union. The County shall first inform the President of the Union in writing before the County requests arbitration.

4.20 The Union agrees that when a grievance requires either multiple witnesses or grievants the Union will make every effort to arrange for the scheduling of such people in such a manner as to avoid cumulative testimony and to minimize disruption and expense to the County.

ARTICLE 5 NON-DISCRIMINATION

5.1 The County shall not interfere with or discriminate with respect to any term or condition of employment against any employee covered by this Agreement because of membership in or non-membership in, or legitimate activity as required in this Agreement on behalf of members of this bargaining unit. The County shall not discourage or encourage membership in the Union or encourage or discourage membership in any other Union or entity organized for the purpose of representing employees in collective bargaining.

5.2 The Union agrees to represent all employees in the bargaining unit in a full and faithful manner regardless of membership in the Union. Employees shall be admitted to Union membership and fully and faithfully represented without discrimination on the basis of race, religion, color, national origin, marital status, age, gender, political affiliation, disability, sexual orientation, pregnancy, or genetic information and/or source of funding in accordance with applicable state and federal laws, as long as they tender to the Union the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

5.3 The Union agrees to cooperate fully with the County in complying with federal and state laws to assure equal employment opportunity.

5.4 The Union recognizes its responsibility not to interfere, restrain, or coerce any employee of the County from joining or not joining the Union or in performing County assigned duties.

ARTICLE 6
MANAGEMENT OF THE COUNTY AND PRESERVATION OF THE MERIT
SYSTEM

6.1 The Union recognizes that areas of responsibility must be reserved to the County Executive, County Council, and general managers if the County government is to function efficiently. In recognition of this principle, it is agreed that the following responsibilities of management are non-delegable obligations of the elected and appointed officials and are, therefore, totally outside the purview of this Agreement and the grievance procedure contained in Article 4.

(a) The determination of the type and level of governmental services to be provided to the citizens of New Castle County.

(b) The determination of the County's financial, budgetary, accounting, and organizational policies, procedures, rules, and regulations; and the right to direct all operations of the County to provide efficient delivery of services to the public.

(c) The right to establish, discontinue, modify, or change, as well as to continuously monitor, any and all personnel policies, rules, regulations, practices, procedures, and programs which may be instituted by the County to retain, foster, and promote the principles of merit and fitness in recruitment, employment, and promotion as set forth in the merit ordinances.

(d) The determination of the duties to be included in job classifications; the administration of the "Pay Plan"; the sole right to make personnel appointments through job-related selection techniques;

the determination of the number of people to be employed or retained in employment; the necessity for shift operation and rotation of the work week; overtime and the amount of overtime required; the maintenance of discipline; and responsibility for performance evaluation.

(e) Any matter involving the management of the County and not covered by this Agreement is in the province of the County.

(f) The language of this Collective Bargaining Agreement shall prevail over any law, statute, ordinance, rule, or regulation of New Castle County unless such law, statute, ordinance, rule, or regulation has been passed pursuant to a legally required exercise of non-delegable authority.

ARTICLE 7 SENIORITY

7.1 The parties agree that they share a mutual concern for the efficient operation of all departments of New Castle County. Therefore, the County agrees to seniority by occupational classification and occupational groupings with respect to transfer to a permanent assignment, lay-offs, and recall. Seniority shall be determined as being "County-Wide Seniority" within the bargaining unit.

7.2 Acquiring Seniority:

(a) Seniority standing shall be granted to all employees. This standing is to be determined on the basis of actual length of continuous service as crossing guards from the latest date of permanent employment with the County.

(b) Employees shall be regarded as temporary employees until their names have been placed on the seniority list of the County.

(c) In the event of a tie in seniority, the employee with the highest last three (3) digits of his/her social security number shall be considered the senior employee. If a tie exists when these last three (3) digits have been reviewed, the employee with the highest last four (4) digits in his/her social security number shall be considered the senior employee.

7.3 Probationary Employment Period:

All newly appointed hourly rated employees shall be subject to a probationary employment period of six (6) months. Employment during the months of June, July, and August shall not count toward the six (6) month probationary period.

7.4 During the probationary employment period such employees may be discharged or disciplined by the County without the same causing a breach of this Agreement or constituting a grievance.

7.5 Employees may be required to work during summer school sessions. In such cases, the County will solicit volunteers. Should there be an insufficient number of volunteers, the junior employees in the affected school districts shall be required to work.

ARTICLE 8 LEAVES OF ABSENCE

8.1 Leaves of absence may be granted to members of the bargaining unit covered by this Agreement as follows:

8.2 Civil Leave

An employee shall be given leave when subpoenaed to appear in connection with County business before a court or public body or commission, and the employee shall not lose any straight time pay for work time lost in connection with such subpoena.

8.3 Jury Duty

A leave of absence shall be granted to a member of the bargaining unit who has been subpoenaed to serve on jury duty. Requests for such leave shall be submitted through the immediate supervisor to the CHRO in advance, along with a copy of the subpoena to document the duration of the jury duty. An employee who is granted such leave for jury duty shall be entitled to regular salary for hours of absence and shall not be required to remit jury fees received to the County. The employee is to return to work on a daily basis if time permits.

8.4 Leave Without Pay

A department general manager, with the approval of the County Executive, may grant an employee a leave of absence without pay for a period not to exceed two (2) years. Failure of any employee to return to duty upon the expiration of this leave without pay shall be interpreted as a resignation. Leave without pay shall be granted only when it will not result in harm to the interests of the County as an employer beyond any benefits to be realized.

8.5 Absence Without Leave

An absence of any employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of these regulations shall be deemed to be an absence

without leave. Any such absence shall be without pay and the employee may be subject to disciplinary action up to and including discharge. Any employee who is absent for three (3) consecutive days without leave shall be deemed to have resigned. Such action may be reconciled by a subsequent grant of leave if the conditions warrant. Said decision shall be at the County's discretion.

8.6 Union Employment

Any employee elected or appointed as an employee of the Union shall be granted a leave of absence without pay for a period not to exceed two (2) years, which may be extended by agreement of the parties. Such leaves shall not be granted in excess of (1) employee for this bargaining unit.

8.7 Union Convention

Leaves of absence without pay to attend and serve as delegate to conventions of the Union and organization and training conferences relating to the Union shall be granted to the extent operational necessity permits. Such leaves may be granted to not more than two (2) employees in this bargaining unit in a calendar year, with the extent of leave limited to an accumulation of two (2) work weeks per delegate and with the purpose of these leaves to be training and education in grievance handling, labor-management relations, personnel administration, and other appropriate union business. The Union shall provide thirty (30) calendar days advance written notice of intention to attend and names of employees. Such notice to be provided to the supervisors, who will forward a copy indicating approval to the CHRO.

Seniority shall accumulate during all authorized leaves of absence.

ARTICLE 9 MILITARY LEAVE

9.1 "Armed Forces" is defined to include the Army, Navy, Marine Corps, Air Force, and Coast Guard. "Reserve Components" are defined to include the federally recognized National Guard and Air National Guard of the United States, the Office of Reserve Corps, the Regular Army Reserve, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve, the Coast Guard, and the Air Force Reserve.

9.2 Any permanent employee who leaves the service of the County to join the Armed Forces of the United States, shall be placed on military leave without pay, such leave to extend through a date ninety (90) days after which the employee is relieved from such service. Such employee shall be entitled to be restored to the position which the employee vacated, provided application is made to the Office of Human Resources within ninety (90) days of the date of discharge under honorable conditions, and the employee is physically and

mentally capable of performing the work of the position and the employee has the seniority for such position.

9.3 National Guard or Reserve

(a) Any employee who is a member of the National Guard, or an organized, military reserve of the United States, will be entitled to a leave of absence, without pay, not to exceed a total of ten (10) working days in any one (1) calendar year.

(b) Any permanent employee who is a member of the National Guard, or an organized military reserve of the United States and who is ordered to perform emergency duty under the supervision of the United States Government or any state, shall be granted a leave of absence without pay during the period of such activity.

9.4 In order to insure uniformity, requests for deferment of employees from service in the Armed Forces shall be made only by the County Executive.

ARTICLE 10 PERSONAL LEAVE

10.1 Upon completion of the probationary period, employees in the bargaining unit shall accumulate twenty-four (24) hours personal leave each January to be used for personal leave or illness. An employee may carry over eight (8) hours of leave each calendar year.

10.2 An employee who wishes to use personal leave shall submit a request in accordance with the Department's policy at least forty-eight (48) hours in advance of the date of the requested leave. Management shall approve such requests as operational needs allow. Employees with personal leave will be paid for their first fifteen (15) hours of absence. Employees may elect to receive payment for regular scheduled work hours which the employee does not work on account of school closings due to holidays or in-service days. In no event shall an employee be entitled to receive premium pay for personal leave taken on a holiday, or be permitted to utilize personal leave if use of such leave would cause the employee to be paid for more than twenty-five (25) hours in a given work week. Any unused personal time shall be paid to the employee at the end of the calendar year. Employees who leave employment before June 30 in a calendar year shall not be paid for unused personal leave.

10.3 Upon completion of the probationary period, employees in the bargaining unit who complete a full school year with perfect attendance, defined as no absences from work other than absences for leave permitted under Articles 10 and 11 hereof, shall be granted one (1) day leave with pay to be used during the following school year.

**ARTICLE 11
FURLOUGH DAYS**

11.1 Active employees shall receive furlough days as follows: for the period January 1, 2016 through December 31, 2016, employees shall receive five (5) furlough days. For the period January 1, 2017 through December 31, 2017, employees shall receive five (5) furlough days. For the period January 1, 2018 through December 31, 2018, employees shall receive five (5) furlough days. A day shall be defined as four (4) hours.

11.2 Furlough days granted in the first and second year of the contract shall expire on December 31, 2017. Furlough days granted in the third year of the contract shall expire on December 31, 2018. Unused days may not be carried over and may not be cashed out. Furlough days shall be scheduled and paid like personal leave days. The parties agree that the County may impose reasonable restrictions on scheduling furlough days to ensure adequate staffing. Employees who are terminated, voluntarily resign, or retire shall not be paid for unused furlough days. For the first year of this agreement only, employees may carry over their unused furlough days into calendar year 2017.

**ARTICLE 12
BEREAVEMENT LEAVE**

12.0 Upon completion of the probationary period, employees in the bargaining unit shall be granted four (4) days paid bereavement leave in the event of the death of a spouse; two (2) days paid leave in the event of the death of a member of the immediate family, defined for purposes of this Article 11 as parent, mother-in-law, father-in-law, sister, brother, son, daughter, or grandchild; and one (1) days paid bereavement leave in the event of the death of a brother-in-law or sister-in-law. A leave in such instance shall commence on the day of the death of the immediate family member and cease no later than the first work day following the day of the funeral.

**ARTICLE 13
HOURS OF WORK AND RATES OF PAY**

13.1 The payroll period for all hourly employees shall begin at 12:01a.m., Monday and end the following Monday at 12:01 a.m. The employee's regular work week shall normally consist of not more than twenty-five (25) hours, Monday through Friday inclusive.

13.2 A starting pay rate of not less than Ten Dollars (\$10.00) per hour shall be established.

13.3 Employees shall receive payment for hours for which they are scheduled to work on any day on which an emergency school closing occurs due to weather conditions or other unforeseen circumstances.

ARTICLE 14 SAFETY AND HEALTH

14.1 The Union agrees that it will insist that its members work safely and cooperate to the fullest extent with the County in order to eliminate hazardous conditions within its operation.

14.2 The County agrees that it will maintain adequate safety and health standards and will cooperate with the Union and with all the County's employees in order that all employees are protected from a safety and health standpoint at all times.

14.3 The County agrees to provide non-prescription safety glasses to all bargaining unit employees who request such item.

14.4 It is in the spirit of safety and cooperation that the Union agrees to random drug and alcohol testing for employees within the bargaining unit. The Union agrees that the employees covered by the agreement will be included in the County's random drug and alcohol testing procedures contained in the County's drug testing policy.

14.5 Employees shall be subject to a biennial physical exam to be conducted by the County's occupational health care provider at the County's expense. Employees shall be compensated at their hourly rate for the time spent attending the physical exam. The physical shall be as described as set forth in Appendix A to this agreement.

ARTICLE 15 INSURANCE AND BENEFITS

15.1 Life Insurance

Effective January 1, 2004, the County agrees to assume the full cost of life insurance with a death benefit of Ten Thousand Dollars (\$10,000). Additionally, the County will provide accidental death and dismemberment benefits for each employee. The County further agrees to administer (through payroll deduction) the voluntary purchase of additional term life insurance coverage at full cost to the employee at the County's group rate price.

15.2 The County shall assume the full cost of providing Two Thousand Five Hundred Dollars (\$2,500.00) of life insurance with accidental death and dismemberment benefits for any employee who retires from County service on or after July 1, 2016 and/or has completed at least ten (10) years of service.

15.3 Mandated Insurance

Should the employer be obligated by law to contribute to a government operated or mandated insurance program, national or otherwise, which duplicates the benefits provided by the employer under any insurance policy currently in effect as a result of this Agreement, it is the intent of the parties that the employer not be obligated to provide double coverage. To escape such double coverage, the employer shall be permitted to cancel benefits of policies which duplicate in whole or in part the provisions of the compulsory governmental sponsored insurance programs.

15.4 Flexible Spending Accounts

The County shall maintain employee spending accounts as permitted by Internal Revenue Code, Section 125.

15.5 Pension Plan

New Castle County and the Union agree that eligible employees covered by the Agreement shall continue to be covered under the School Crossing Guards Pension Plan maintained for the employees by New Castle County and that the terms of the Plan shall govern the employees' Pension Rights and Obligations.

The employees covered by the Plan shall contribute Ten Dollars (\$10.00) per pay period into the Plan.

The County agrees that the County will continue to contribute an annual amount that is necessary to fund the Plan obligations. Said amounts shall continue to be determined by the Fund Actuary. The County shall advise the Union annually of the amount of the County contribution.

The County shall make annual contributions to maintain the current pension program for each eligible employee. Each employee shall contribute Ten Dollars (\$10.00) per pay period.

The County agrees to work with the pension board and County Council to pursue opening a window of opportunity to permit eligible employees to "buy-in" to the School Crossing Guards Pension Plan, on the terms offered to eligible employees at the time the School Crossing Guards Pension Plan was established.

The County agrees to provide health insurance coverage to employees in the event health insurance benefits are provided to any other part-time County employees.

15.6 Deferred Compensation

Members of the bargaining unit who have completed the probationary period shall be eligible to participate in the County's deferred compensation plan, subject to applicable rules and regulations issued by the Internal Revenue Service and the carrier administering this plan.

ARTICLE 16 VISITATION

16.1 The County shall permit designated staff members of Local 2270, not to exceed two (2) per visit, to visit a department to investigate matters pertaining to the enforcement and administration of this Agreement.

16.2 Such representatives shall notify the School Crossing Guard Supervisor or designated Manager in advance of the visit.

16.3 Any visitation from Local 2270 representatives or other Union officials shall not interfere with the performance of the employee's job duties.

ARTICLE 17 BULLETIN BOARDS

17.1 The County agrees to provide and maintain in the crossing guard building a bulletin board where notices of official Union matters may be posted by the Union.

17.2 The County agrees to display photographs or memorabilia of the Crossing Guards in the Public Safety Building. Items for display shall be provided by the Union and shall become County property. Management retains the sole right to determine what is displayed.

ARTICLE 18 UNEMPLOYMENT COMPENSATION COVERAGE

18.1 The County shall continue to place the employees covered by this agreement under Senate Substitute No. 1 for Senate Bill No. 13 (an Act to Amend title 19, Delaware Code, relating to Unemployment Compensation by Providing for a Method of Election of Coverage and Reimbursement for Benefits Paid by Agencies and Political Subdivisions of the State of Delaware). Approved by the Governor, July 7, 1964.

ARTICLE 19 UNIFORMS

19.1 The County shall continue to provide uniforms and safety vests to employees.

19.2 Replacement of unserviceable uniforms must be approved by the department general manager after the employee has presented the worn article for inspection.

19.3 The cost of repairs or replacement necessitated through negligence, carelessness, or physical change in size shall be borne entirely by the employee.

19.4 An employee shall not wear the County uniform except while performing work covered by this agreement.

19.5 Upon termination of employment, all uniforms must be returned to the department.

**ARTICLE 20
DURATION OF THE CONTRACT**

20.0 This Agreement shall become effective on January 1, 2016 and shall remain in full force and effect until 11:59 p.m. December 31, 2018. It shall be automatically renewed from year to year thereafter, unless either party shall give the other party written notice of desire to terminate, modify, or amend this Agreement. Such notice shall be given the other party in writing by certified mail on or before October 31, 2018, or any subsequent year.

**ARTICLE 21
ALTERATION OF AGREEMENT**

21.1 No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the County and in no case shall it be binding upon the parties hereto, unless this Agreement is made and executed in writing between the parties and same has been ratified by the Union.

21.2 The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

21.3 It is understood and agreed that if any part of this Agreement is in conflict with the law, that such part shall be suspended and the appropriate mandatory provision shall prevail, and the remainder of this Agreement shall not be affected thereby.

**ARTICLE 22
SALARIES**

22.0 Pay Plan and Rates of Pay for Union, Unclassified Service, School Crossing Guards

Pay Grade	1	2	3	4	5	6	7	8	9	10
CG	11.66	12.25	12.87	13.53	14.21	14.90	15.67	16.46	17.28	18.14

On the anniversary date of employment, an employee shall move to the next available step provided the employee has received a satisfactory evaluation.

**ARTICLE 23
ONE TIME PAYMENT**

23.0 Upon approval of an Ordinance by the New Castle County Council, active employees who have satisfactorily completed their probationary employment period as of the execution date of the contract shall receive a one-time payment of five hundred dollars (\$500.00). The one-time payment shall be conferred no later than sixty days after passage by the County Council and signature by the County Executive.

**ARTICLE 24
NO STRIKE**

24.1 Both the Union and the County recognize the importance of services rendered by the employees covered by this Agreement and the duty of the County to render continuous service to the public. Therefore, the Union agrees that it will not call, engage in, participate in, or sanction any strike, work stoppage, sympathy strike, slowdown, etc. during the life of this Agreement. The County agrees that there shall be no lockout during the life of this Agreement.

24.2 The Union will take every reasonable precaution and action to prevent or stop any such strike or work stoppage during the life of this Agreement.

