

City of Milford

And

International Brotherhood of Electrical  
Workers, Local Union 126

Collective Bargaining Agreement

(2017 – 2020)

**TABLE OF CONTENTS**

	<b>Page</b>
ARTICLE I PREAMBLE .....	1
ARTICLE II RECOGNITION.....	2
ARTICLE III UNION STEWARDS .....	3
ARTICLE IV DUES DEDUCTION.....	4
ARTICLE V UNION SECURITY .....	5
ARTICLE VI MANAGEMENT RIGHTS .....	6
ARTICLE VII POLICIES AND DIRECTIVES.....	7
ARTICLE VIII INTRODUCTORY PERIOD.....	8
ARTICLE IX SENIORITY .....	9
ARTICLE X GRIEVANCE PROCEDURE.....	10
ARTICLE XI NON-DISCRIMINATION .....	12
ARTICLE XII HOLIDAYS.....	13
ARTICLE XIII SAFETY.....	14
ARTICLE XIV VACATION.....	15
ARTICLE XV SICK LEAVE.....	17
ARTICLE XVI BEREAVEMENT LEAVE.....	19
ARTICLE XVII WORK SCHEDULE .....	20
ARTICLE XVIII OVERTIME .....	21
ARTICLE XIX ON-CALL PAY .....	22
ARTICLE XX MEAL BREAKS.....	23
ARTICLE XXI MEAL ALLOWANCE.....	24
ARTICLE XXII CALL-IN .....	25
ARTICLE XXIII WAGES.....	26

ARTICLE XXIV INSURANCE.....	27
ARTICLE XXV PENSION .....	28
ARTICLE XXVI 457 DEFERRED COMPENSATION PLAN .....	29
ARTICLE XXVII SUBCONTRACTING.....	30
ARTICLE XXVIII TRAINING MEETING.....	31
ARTICLE XXIX SEVERABILITY .....	32
ARTICLE XXX NO STRIKE / NO LOCKOUT .....	33
ARTICLE XXXI ENTIRE AGREEMENT.....	34
ARTICLE XXXII TERM OF AGREEMENT .....	35
EXHIBIT A.....	37

**ARTICLE I**  
**PREAMBLE**

Section 1. The Agreement, effective as of the \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City Of Milford, a Municipal Corporation of the State of Delaware, (“City” or “Employer”), and the International Brotherhood of Electrical Workers, Local Union 126, (“Union”).

**ARTICLE II  
RECOGNITION**

Section 1. The City recognizes and acknowledges the Union as the exclusive bargaining representative for all employees in the bargaining unit as defined in Section 2 of this Article.

Section 2. **Definition of Employees.** In accordance and with the certification of the Public Employment Relations Board (“PERB”) in Representation Petition No. 16-06-1069, dated August 31, 2016, the term “employees” used in this Agreement shall mean employees in the following classifications:

Electric Line Technician, First Class	Meter/SCADA Technician
Electric Line Technician, Second Class	Meter Technician I – Electric Division
Electric Line Technician, Third Class	Meter Technician II – Customer Service Office
Electric Ground Technician	

All other employees, confidential employees, managerial employees, guards and supervisors within the meaning of the Public Employment Relations Act, 19 Del. C., Chapter 13 are excluded.

**ARTICLE III  
UNION STEWARDS**

Section 1. There shall be one (1) Steward and one (1) Alternate Steward.

Section 2. The City recognizes the right of the Union to designate one (1) employee to act as Steward and one (1) employee to set as an Alternate Steward. The Union will advise the City in writing of the name of the Steward and Alternate Steward assuming duties. The term “Steward” as used in this Agreement shall mean an employee designated by the Union to investigate grievances and represent employees at grievance hearings and other employee representation as outlined in this Agreement.

Section 3. The City shall grant approval to the Steward to investigate or process grievances during work time. The Steward shall be granted such time when it will not interfere with the operation of the City and shall not be unreasonably denied time to investigate and process grievances during normal work hours.

Section 4. Stewards who investigate 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.

Section 5. The City shall make available time off from work with pay for the Steward or Alternate Steward designated by the Union’s President to take part in the following activities:

1. Grievance Proceedings
2. Disciplinary Procedures
3. Contract Negotiations

The Steward shall be released from duty by his or her supervisor. 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.

Section 6. With the permission of the Direct Supervisor or Public Works Director, a representative of the Union shall have reasonable access to City’s premises for the purpose of conferring with the City and with the Stewards.

Section 7. 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 City.

## **ARTICLE IV DUES DEDUCTION**

Section 1. The City agrees to make payroll deductions of Union dues and initiation fees, if any, for employees of the bargaining unit who provide written authorization for the City to do so. The amount of such deductions shall be furnished in writing to the Human Resources Director and shall be in uniform amounts. The Union will notify the Human Resources Director at least thirty (30) days in advance of any change in the amount of such deductions.

Section 2. Employees, as a condition of employment, on and after the thirty-first (31st) day of employment or within thirty (30) days of the signing of this Agreement, either become a member of the Union or pay a fair share fee for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by this Agreement. Such fair share fee shall be deducted by the City and remitted to the Local Union with the same frequency and in the same fashion as normal dues payments.

Section 3. The Union shall indemnify the City and hold it, its employees and officers, harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this Article.

Section 4. The dues and fees shall be remitted to the designated financial officer of the Local Union, accompanied by a list of employees for whom the deductions have been made, not later than the tenth (10th) day of the month following the month in which the deductions were made. Deductions not withheld from an employee due to an error shall be deducted from the employee's next pay period.

**ARTICLE V**  
**UNION SECURITY**

Section 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 or fair share fees. For present employees who become members of the Union, such payments shall commence thirty-one (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 thirty-one (31) days following the date of employment.



## **ARTICLE VI MANAGEMENT RIGHTS**

Section 1. **Managerial Prerogatives.** Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees for just cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, recall to work, and retire employees; to set the standards of productivity, the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors to perform work or services; to subcontract, contract out, close down, or relocate the City's operations or any part thereof; to use full and part-time seasonal employees; to expand, reduce, alter, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of machinery, facilities, equipment, and other property of the City; to introduce new or improved service, and maintenance methods, materials, machinery, and equipment; to determine the number, location and operation of departments, divisions, and all other units of the City; to issue, amend and revise policies, rules, regulations, and practices; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the City and to direct the City's employees. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City'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.

**ARTICLE VII**  
**POLICIES AND DIRECTIVES**

Section 1. Unless specifically modified by the provisions of this Agreement, bargaining unit employees shall be subject to the Personnel Ordinance and all other adopted policies, directives and procedures of the City, as amended from time to time.

Section 2. The Personnel Ordinance, and such policies, directives and procedures affecting bargaining unit employees, which are determined by management, shall be furnished in writing to the Union. New policies or changes to existing policies shall be distributed to employees and the Union. This does not limit supervision's right to issue verbal directives to employees. Such policies, directives and/or procedures shall be consistent with this Agreement.

## **ARTICLE VIII INTRODUCTORY PERIOD**

Section 1. **Objective.** The introductory period shall be regarded as an integral part of the examination process and shall be utilized for closely observing the employee's work for securing the most effective adjustment of a new employee to his position and for rejecting any employee whose performance is not satisfactory.

Section 2. **Duration.** The introductory period shall be six (6) months of employment following an original employment or reemployment with the City. The City and Union may mutually agree to extend an introductory period.

Section 3. **Promotional Appointments.** An introductory period of ninety (90) days shall be used in connection with promotional appointments in the same manner as it is used for original entrance appointments. If a person is removed during his or her introductory period following a promotion, he or she shall be entitled to reemployment rights in his or her former class, if a position is available. The City and Union may mutually agree to extend a promotional introductory period.

Section 4. **Introductory Evaluation.** Before the end of the introductory period, the division head shall indicate in writing to the Director of Public Works:

- (a) that he or she has discussed with the employee the employee's accomplishments, failures, strengths and weaknesses;
- (b) whether the employee is performing satisfactory work;
- (c) whether the employee should be retained in the position;
- (d) whether the employee, if a new appointee, should be dismissed; or
- (e) whether the employee, if on an introductory period, following a promotion, should be reinstated in his or her former class, if a position is available.

Section 5. **Discipline and Discharge.** The discipline or discharge of an employee who is on introductory status shall not be a violation of this Agreement and such discipline or discharge shall not be subject to the grievance and arbitration procedures of this Agreement.

## **ARTICLE IX SENIORITY**

Section 1. City seniority is defined as the length of continuous service with the City beginning with the most recent date of hire. An employee's City seniority shall not be reduced by time spent on authorized leave of absence or layoff for less than twelve (12) months.

Section 2. Bargaining unit seniority is defined as the length of continuous service within the bargaining unit beginning with first date of hire into a bargaining unit position. Bargaining unit seniority shall not be reduced by the time spent on authorized leave of absence or layoff for less than twelve (12) months.

Section 3. Upon completion of the introductory period, an employee shall be credited with City seniority from the date of hire.

Section 4. City and bargaining unit seniority shall be lost for the following reasons:

- (a) Discharge for just cause;
- (b) Resignation or Retirement;
- (c) Layoff or Leave of Absence for more than twelve (12) months; and
- (d) Failure to return to work on the date specified in a notice of recall.

Section 5. Employees transferred or promoted to positions outside of the bargaining unit shall not lose bargaining unit seniority accumulated prior to their transfer or promotion, provided they return to the bargaining unit within twelve (12) months. Bargaining unit seniority shall not accumulate during employees' absence from the bargaining unit. Employees returning to the bargaining unit within one year shall pick up bargaining unit seniority credited at the time they left the bargaining unit, and thereafter shall be entitled to the same seniority rights as any other employee.

Section 6. Bargaining unit seniority shall be used for layoff and recall. City seniority shall be used for the following: sick time, vacation, and FMLA benefits.

Section 7. In making promotions, the City shall give appropriate consideration to the applicants' qualifications, including their record of performance. In the event that two (2) applicants are equally qualified, bargaining unit seniority shall be determinative.

## **ARTICLE X GRIEVANCE PROCEDURE**

Section 1. A grievance shall be defined as any difference, dispute or complaint regarding the interpretation or application of the terms of this Agreement. All grievances filed shall contain a concise statement of the facts alleged to support the grievance. Grievances shall be processed in accordance with the following procedure and shall be determined by application of the terms of this Agreement.

Section 2. An employee who has completed the Introductory Period shall within five (5) office days of the date of the occurrence, the action or event from which the grievance arose, or within five (5) office days when the employee obtains knowledge or should have obtained knowledge of the act or event, contact the Superintendent to discuss and attempt to resolve the grievance. The Superintendent shall discuss the grievance with the employee and shall reply to the employee within five (5) office days of the meeting held with the employee. An office day is defined as any day between and including Monday through Friday, between eight o'clock in the forenoon and four o'clock in the afternoon.

Section 3. If, after receipt of the decision of the Superintendent, the grievance has not been satisfactorily resolved, the aggrieved employee or Union steward may, within five (5) office days, file a written grievance with the Public Works Director or designee with a copy to the Union Steward. The appeal shall be set forth in the form of a written statement explaining the grievance, giving the date of the occurrence, the specific contract provision involved, the manner in which the contract has been violated and the remedy sought. The Public Works Director or designee may schedule a meeting with the employee and Union steward to discuss the grievance. Within five (5) office days of the meeting, or the receipt of the grievance, if no meeting is held, the Public Works Director or designee shall respond to the employee in writing.

Section 4. If, after receipt of the written decision of the Public Works Director or designee, the grievance has not been satisfactorily resolved, the Union Representative shall meet with the Public Works Director or designee in an attempt to resolve the grievance within ten (10) office days unless mutually agreed to in writing. The Public Works Director or designee shall respond in writing within 5 office days at the conclusion of the meeting.

Section 5. If, after receipt of the written decision of the Public Works Director or designee, the grievance has not been satisfactorily resolved, the Union Representative shall meet with the City Manager or designee in an attempt to resolve the grievance within ten (10) office days unless mutually agreed to in writing. The City Manager or designee shall respond in writing within five (5) office days of the conclusion of the meeting.

Section 6. If, after receipt of the written decision of the City Manager or designee, the grievance has not been satisfactorily resolved, or if they fail to agree, the grievance may be appealed to an arbitrator by writing to the American Arbitration Association not later than thirty (30) office days after receipt of the written decision of the City Manager or designee or expiration of the time for the rendering of such decision.

Section 7. The impartial arbitrator shall be selected by the Union and City. In the event they are unable to agree upon an impartial arbitrator within five (5) office days after either party makes the request for arbitration, the impartial arbitrator shall be selected through and pursuant to the rules of the American Arbitrator Association. The parties agree that arbitrator provided by the AAA shall be a member of the National Academy of Arbitrators. The cost of the impartial arbitrator shall be paid by the losing party.

Section 8. Within thirty (30) office days of the conclusion of the arbitrator's hearing, he shall certify his findings, which shall then be final. The arbitrator shall limit the decision strictly to the application and the interpretation of the provisions of the agreement. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying, or amending, or adding to, or eliminating, of varying in any way, the terms of this agreement.

Section 9. The Union shall be presumed to be the authorized representative of all members of the bargaining unit in grievance proceedings.

Section 10. Where the alleged grievance involves a matter of general application impacting on a significantly large number of employees, the Union may initiate a grievance on behalf of the entire group involved. 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 Local Union and shall not thereafter again raise the issue individually.

Section 11. All time periods listed in this grievance procedure may be extended by mutual agreement of the Union and the City.

## **ARTICLE XI NON-DISCRIMINATION**

Section 1.     **No Discrimination.** In the administration of this Agreement, neither the City nor the Union shall discriminate against any employee because of that employee's race, color, sex, religion, national origin, genetic information, gender identity and expression, sexual orientation, political affiliation, age or union membership, or against qualified individuals with a disability.

Section 2.     **Interpretation.** This Article shall be interpreted in accordance with applicable federal and state law.

Section 3.     **Reasonable Accommodation.** In the administration of this Agreement, the City and the Union shall engage in an interactive process in order to provide reasonable accommodations to qualified employees with a disability and to employees based upon their religious tenets. The need for and extent of such accommodations shall be determined by the City in accordance with its interpretation of the requirements of the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964. Nothing in this subsection will be construed to amend or diminish any of the rights or obligations contained in this Agreement.

Section 4.     **Remedy.** An arbitrator hearing a grievance that alleges a violation of this Article is authorized to award only reinstatement and/or back pay to a prevailing grievant and has no authority to award compensatory, punitive or any monetary damages other than back pay.

**ARTICLE XII  
HOLIDAYS**

Section 1. The City will grant holiday time off to all employees on all legal holidays officially adopted and approved by the City of Milford Council each calendar year.

Section 2. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day.

Section 3. To be eligible for holiday pay, employees must work or be on approved leave the last scheduled day immediately preceding the holiday and the first scheduled day immediately following it.

Section 4. If a recognized holiday falls during an eligible employee's paid absence (e.g., vacation, sick leave, etc.), holiday pay will be provided instead of the time off benefit that would otherwise have applied.

Section 5. If an eligible employee works on a recognized holiday, he or she will receive holiday pay plus wages at one and one-half times his or her straight-time rate for the hours worked on the holiday.

Section 6. The City will provide to the Union and employees, a list of holidays each year, after approval of the City of Milford Council.



**ARTICLE XIII**  
**SAFETY**

Section 1. Establishment and maintenance of a safe work environment is the shared responsibility of the City and employees from all levels of the organization. The City will attempt to do everything within its control to assure a safe environment and compliance with federal, state and local safety regulations. Employees are expected to obey safety rules and to exercise caution in all their work activities. They are asked to immediately report any unsafe conditions to their supervisor. Employees at all levels of the organization are expected to correct unsafe conditions as promptly as possible.

Section 2. All accidents that result in injury must be reported to the appropriate supervisor, regardless of how insignificant the injury may appear.

## **ARTICLE XIV VACATION**

Section 1. Regular, full-time employees will be entitled to take vacation time off in the benefit year following its accrual.

Section 2. Vacation pay will be calculated based on the employee's straight- time pay rate (in effect when vacation benefits are used) times the number of hours the employee would otherwise have worked on the day(s) of absence.

Section 3. Employees who have satisfied all eligibility requirements may submit scheduled vacation requests, through the submission of a City of Milford, request for leave form, to their supervisors. Vacation requests will be granted on a City seniority basis. Employees who desire to schedule vacation time, for periods of more than 1 day during the calendar year, must submit the request in writing to their supervisor by January 31st each year. Requests for vacation time, for periods of 1 day or less shall be submitted to their supervisor at least 5 working days in advance. Requests will be granted based upon anticipated operating requirements and staffing considerations during the proposed period of absence. In the event that an employee's request is submitted after January 31<sup>st</sup> it shall be handled on a first-come, first-served basis without regard to City seniority.

Section 4. Employees are strongly encouraged to use their earned vacation during the benefit year following its accrual. Unused vacation may be carried over to the next anniversary year to a maximum of an aggregate of 240 hours, except to the extent it is necessary to carry over vacation days because the employee is not permitted to take his or her vacation days.

Section 5. Upon termination of employment, employees will be paid for vacation benefits that have accrued through the last day of work, up to the maximum of 240 hours. For the purposes of this calculation, any partial month of service will be treated as a full month of service.

Section 6. Employees earn vacation benefits over the course of a benefit year, the twelve-month period following the anniversary of assignment to a regular, full-time employment classification.

Section 7. Vacation benefits are accrued in one year but are not available until the next year. The Eligibility Table below defines when vacation benefits become available to employees. The Rate of Accrual Table defines how much vacation is accrued per month by employees.

Section 8. Vacation benefits will be awarded to eligible employees according to the following schedules:

<b>Years of Service</b>	<b>Hours of Leave</b>	<b>Monthly Hours Accrued</b>
1-5	80	6.67
6-9	120	10.00
10-14	160	13.33
15 plus	200	16.67

Employees can accrue up to 240 hours. (Employee is paid 100% of vacation time accrued up to 240 hours upon termination.)

## **ARTICLE XV SICK LEAVE**

Section 1. The City provides paid sick leave benefits to all regular, full-time employees for periods of temporary absence due to illnesses or injuries.

Section 2. Regular, full-time employees (including introductory employees) will accrue sick leave benefits at the rate of 8 hours per month and can accumulate up to a maximum of 1,040 hours.

Section 3. An eligible employee may use sick leave benefits for an absence due to illness or injury sustained by either that employee or a family member. For the purpose of this section, family member shall mean: employee's spouse, parent, child, step-child; grandparents, grandchildren, or siblings.

Section 4. Employees who are unable to report to work due to an illness or injury must notify their supervisor before the scheduled start of their shift. An employee who fails to notify a supervisor that he or she is unable to report to work prior to the scheduled start of his or her shift shall result in the employees' loss of pay for that day, unless circumstances outside of the control of the employee, prevented the employee from giving notice. The supervisor should also be contacted each additional day of absence. If an employee is absent for three or more consecutive days due to illness or injury, a physician's statement must be provided verifying the nature of the disability and its beginning and expected ending dates. Such verification may be requested for sick leave absences of less than three (3) days when the employee uses leave in a pattern that suggests sick leave abuse, including, but not limited to, the following: (1) using sick leave, or other leave in lieu of sick leave, as soon as it is earned; (2) a pattern of unscheduled sick leave or requests on Mondays or Fridays or preceding or following a holiday; (3) habitual tardiness based on reports of illness; (4) information that an employee's justification for using sick leave is false; and (5) use of sick leave following the denial of a vacation request. Verification may be the basis for payment authorization of sick leave benefits.

Section 5. Sick leave benefits will be calculated based on the employee's base pay rate at the time of absence. As an additional condition of eligibility for sick leave benefits, an employee must apply for any other available compensation and benefits, such as state disability insurance. Sick leave benefits will be used to supplement any state disability insurance or workers' compensation benefits that an employee is eligible to receive. The combination of any such disability payments and sick leave benefits cannot exceed the employee's normal earnings.

Section 6. Unused sick leave benefits will be allowed to accumulate until the employee has accrued a total of 1,040 hours' worth of sick leave benefits. Further accrual of sick leave benefits will be suspended until the employee has reduced the balance below this limit. Because sick leave benefits are intended to provide income protection in the event of an actual illness or injury, unused sick leave benefits cannot be used for any other paid or unpaid absence.

Section 7. At the time of termination, accumulated sick leave will be compensated up to 156 hours of sick hours accumulated.

Section 8. Employees will be permitted to participate in any City donated leave program on the same terms and conditions as other City employees, if and when such a program is adopted.

**ARTICLE XVI  
BEREAVEMENT LEAVE**

Section 1. In the event of a death in the immediate family of an employee, the employee shall be granted up to three (3) working days, with pay, not charged to any leave balance, to arrange for and/or attend the funeral service or related matters. In the event of a death in the extended family of an employee, the employee shall be granted one (1) working day, with pay, not charged to any leave balance, to attend the funeral service or related matters.

Section 2. Immediate family shall be defined as the employee's spouse, parent, child, stepchild, grandparents, grandchild or sibling; the employee's spouse's parent, child, stepchild, grandparents, grandchild or sibling; the employee's child's spouse. Extended family defined: Described as the employee's aunt, uncle, niece, nephew or first cousin; employee's spouse's aunt, uncle, niece, nephew or first cousin. Special consideration will also be given to any other person whose association with the employee was similar to any of the above relationships.

Section 3. Payment for absences due to a death in the family will not be made in addition to sick leave payments or holidays, which may occur simultaneously.

Section 4. An employee may request additional time beyond the time provided. The Department Head may grant such additional time to be charged against the employee's sick leave.

Section 5. Hours granted as bereavement time shall be counted as hours worked for the purpose of calculating overtime and shall not be charged as vacation if the employee is on vacation at the time of the death.

Section 6. Upon request, an employee may be granted an additional working day of leave (for a total of up to four (4) working days of leave with pay) if the funeral is over 400 miles from the City of Milford.

**ARTICLE XVII**  
**WORK SCHEDULE**

Section 1. The normal work week for all employees is forty (40.0) hours a week. The normal work week shall begin on Sunday 7:00 a.m. through the following Sunday 6:59 a.m.

Section 2. Supervisors will advise all employees of the times their schedules will normally begin and end. Except in the case of emergency, the Employer shall give the affected employees at least twenty-four (24) hours' notice of a change in schedule.

Section 3. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variation in the total hours that may be scheduled each day and week.

## **ARTICLE XVIII OVERTIME**

Section 1. When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. All overtime work must receive the supervisor's prior authorization.

Section 2. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Section 3. Overtime compensation shall be paid to all nonexempt employees in accordance with federal and state laws.

Section 4. Hours worked in excess of forty (40) hours in the work week or ten (10) hours in a day will be paid at overtime rate. Vacation leave, bereavement, and paid holidays will be considered hours worked for purposes of performing overtime calculations.

Section 5. Absent emergent circumstances, failure to work scheduled overtime or overtime worked without prior authorization from the supervisor may result in disciplinary action, up to and including possible discharge.



**ARTICLE XIX**  
**ON-CALL PAY**

Section 1. Employees shall be required to be available for on-call duty when directed. An on-call schedule shall be prepared and distributed in December for the upcoming calendar year. The schedule shall distribute on-call responsibilities as evenly as possible. Employees shall be assigned on-call responsibilities for a week at a time.

Section 2. Meter Technicians shall receive one (1) hour of straight time pay for each day of on-call duty performed Monday through Friday and two (2) hours of straight time pay for each day of call duty performed on a Saturday, Sunday or City observed holiday. All other employees shall receive two (2) hours straight time pay for each day of on-call duty. Time spent on-call shall not be considered as time worked for purposes of determining eligibility for overtime pay.

Section 3. Employees shall respond within 30 minutes to their assigned reporting facility when called in to work. Employees shall promptly notify their supervisor if they cannot safely respond within 30 minutes.

Section 4. Employees unable to take their on-call for any part of a day are required to find a replacement and have that replacement approved by their direct supervisor(s). The replacement will take the on-call for the entire day and receive the on-call hours of straight time for that day, instead of the scheduled employee.

**ARTICLE XX**  
**MEAL BREAKS**

Section 1. All regular, full-time employees are provided with one half hour unpaid meal period each regularly scheduled work day. Supervisors will schedule meal periods to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during meal period and will not be compensated for that time.

**ARTICLE XXI**  
**MEAL ALLOWANCE**

Section 1. The City shall furnish a meal to any employee who is requested to and does work more than 12 continuous hours. In the event the City does not furnish a meal, the City shall reimburse the employee, up to \$10 for any meal purchased and consumed by the Employee.

**ARTICLE XXII**  
**CALL-IN**

Section 1. An emergency call-in is defined as an unscheduled request made to an employee by an appropriate management official or his or her designee and an automated system for an employee to return to work due to unforeseen or emergency work after such employee has left the building or work location at the end of his or her regular shift and before the beginning of the next regularly scheduled shift.

Section 2. An employee who is called back to work outside his or her normal work schedule shall be paid for the time worked or a minimum of two (2) hours, whichever is greater.

Section 3. Time worked as a result of a call-in shall be considered as time worked for purposes of calculating overtime.

Section 4. An employee who is called back to work on a City-observed holiday shall be paid for the time worked or a minimum of two (2) hours, whichever is greater, at the rate of one and one-half (1.50) times their regular rate of pay, regardless if they have worked over forty (40) hours.

**ARTICLE XXIII  
WAGES**

**Fiscal Year 18**

For Fiscal Year 18, the employees covered by this Agreement shall be paid according to the Pay Chart attached as Exhibit A.

**Fiscal Year 19**

For Fiscal Year 19, on July 1st, employees who are not at the top step for their position shall be eligible to move to the next higher step on the applicable Pay Chart, provided that: i) they have received a performance evaluation of “Satisfactory” or higher; and ii) they have worked at least 12 months at their current step.

**Fiscal Year 20**

For Fiscal Year 20, on July 1st, employees who are not at the top step for their position shall be eligible to move to the next higher step on the applicable Pay Chart, provided that: i) they have received a performance evaluation of “Satisfactory” or higher; and ii) they have worked at least 12 months at their current step.

**Promotions**

Employees who are promoted will be placed at the step for the new position which yields the nearest to 5% increase over their current rate.

**ARTICLE XXIV  
INSURANCE**

Section 1. Full-time employees covered under this Agreement shall be provided health insurance on the same terms and conditions as non-union full-time employees.

Section 2. The City shall sponsor an optional group dental plan. Employees shall be responsible for all premiums.

Section 3. The City shall provide a vision insurance plan. The City shall pay 100% of the monthly premiums for employees only. Employees shall pay 100% of the monthly premiums for voluntary elected coverage for eligible spouses and dependents.

Section 4. The City shall continue to provide to full-time employees covered under this Agreement with voluntary short term disability insurance on the same terms and conditions as full-time City employees.

Section 5. The City agrees to provide the Union with copies of all employee health insurance plans currently in effect, and provide notice to the Union of any changes in such plans prior to the imposition of such changes.

**ARTICLE XXV**  
**PENSION**

Section 1. Full-time employees shall be entitled to participate in the State of Delaware County & Municipal General Pension Plan, subject to the terms and conditions of the Plan, as determined by the Trustees of the Plan.

**ARTICLE XXVI**  
**457 DEFERRED COMPENSATION PLAN**

Section 1. The City shall continue to provide to full-time employees covered under this Agreement, a 457 Deferred Compensation Plan on the same terms and conditions as other full-time City employees.



**ARTICLE XXVII**  
**SUBCONTRACTING**

Section 1. Subcontracting shall not be used to erode the bargaining unit.

**ARTICLE XXVIII  
TRAINING MEETING**

Section 1. The parties agree to meet and discuss training and career development programs for employees covered by this Agreement, including but not limited to, Union-sponsored training programs such as OSHE. The meeting will take place in Milford within 60 days of the ratification of this Agreement by the membership and approval by City of Milford Council.

**ARTICLE XXIX  
SEVERABILITY**

Section 1. If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement.

**ARTICLE XXX**  
**NO STRIKE / NO LOCKOUT**

Section 1.     **No Strikes.** The Union, its officers, agents, representatives, stewards, committeemen and members, and all other employees shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sympathy strike, slowdown, work stoppage, or any other interference with or interruption of work at any of the City's operations.

Section 2.     **Discipline for Violation of Section 1.** The failure or refusal on the part of any individual to comply with the provisions of Section 1 shall be cause for immediate discipline, including discharge.

**ARTICLE XXXI**  
**ENTIRE AGREEMENT**

Section 1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunities are set forth in this Agreement. The parties further acknowledge that established past practices not specifically referred to herein, and not inconsistent with this Agreement, will be recognized as such. A past practice in one division or department does not necessarily mean a past practice for another division or department. A past practice shall be a consistent and well known procedure generally accepted as the method for accomplishing a specific activity.

Section 2. Therefore the parties agree that for the duration of this Agreement, neither party shall be obligated to reopen collective bargaining with respect to any subject or matter referred to, or not referred to herein, unless specifically required to do so by law or by the terms of this Agreement.

Section 3. This Agreement may be amended only by the mutual written agreement of the parties.

**ARTICLE XXXII**  
**TERM OF AGREEMENT**


Section 1. The terms of this Agreement become effective upon the signing hereof, except where otherwise noted, and the duration of this Agreement shall extend through June 30, 2020, and shall continue in effect from year to year thereafter unless amended, modified or terminated in accordance with this Section. In the event that either the Union or the City desire to negotiate a successor agreement, the party desiring to amend this Agreement shall notify the other, in writing by certified mail, between one hundred twenty (120) and one hundred eighty (180) calendar days prior to the expiration date of this Agreement. Such negotiations shall begin no later than ninety days prior to the expiration date of this contract.

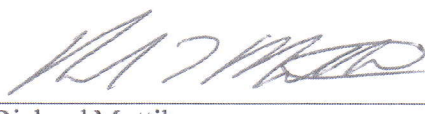
Section 2. This Agreement shall not be effective unless and until approved by the IBEW International President and City of Milford Council.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this  
24 day of July, 2017.

CITY OF MILFORD

IBEW LOCAL 126

  
The Honorable Bryan Shupe  
Mayor, City of Milford

  
Richard Muttik  
Business Manager

Dated: 07.24.17

Dated: July 19, 2017

Christine Conde  
Attest/City Clerk

Witness

Dated: 07.24.17

Dated: \_\_\_\_\_

## EXHIBIT A

FY 18, FY19 and FY 20

FY-17-20	Electric Divison	Electric Divison	Electric Divison	Electric Divison	Electric Divison	Electric Divison	Customer Service Office	
	<b>Ground Tech</b>	<b>Line Tech</b>	<b>3rd Line Tech</b>	<b>2nd Line Tech</b>	<b>1st Line Tech</b>	<b>Meter/SCADA</b>	<b>Meter Tech I</b>	<b>Meter Tech II</b>
<b>Steps</b>	Step = % Increase (1.5%)	Step = % Increase (1.5%)	Step = % Increase (1.5%)	Step = % Increase (1.5%)	Step = % Increase (1.5%)	Step = % Increase (1.5%)	Step = % Increase (1.5%)	Step = % Increase (1.5%)
<b>1</b>	16.38	21.17	23.09	25.02	27.07	18.04	16.38	
<b>2</b>	16.63	21.49	23.44	25.40	27.48	18.31	16.63	
<b>3</b>	16.88	21.81	23.79	25.78	27.89	18.59	16.88	
<b>4</b>	17.13	22.14	24.14	26.16	28.31	18.86	17.13	
<b>5</b>		22.47	24.51	26.56	28.73	19.15	17.39	
<b>6</b>		22.81	24.87	26.95	29.16	19.43	17.65	
<b>7</b>		23.15	25.25	27.36	29.60	19.73	17.91	
<b>8</b>		23.50	25.63	27.77	30.04	20.02	18.18	
<b>9</b>		23.85	26.01	28.18	30.49	20.32	18.45	
<b>10</b>		24.21	26.40	28.61	30.95	20.63	18.73	
<b>11</b>		24.57	26.80	29.04	31.42	20.94	19.01	
<b>12</b>		24.94	27.20	29.47	31.89	21.25	19.29	
<b>13</b>		25.31	27.61	29.91	32.37	21.57	19.58	
<b>14</b>		25.69	28.02	30.36	32.85	21.89	19.88	
<b>15</b>		26.08	28.44	30.82	33.34	22.22	20.18	
<b>16</b>		26.47	28.87	31.28	33.84	22.55	20.48	
<b>17</b>		26.86	29.30	31.75	34.35	22.89	20.79	
<b>18</b>		27.27	29.74	32.23	34.87	23.24	21.10	
<b>19</b>		27.68	30.19	32.71	35.39	23.58	21.41	
<b>20</b>		28.09	30.64	33.20	35.92	23.94	21.74	
<b>21</b>		28.51	31.10	33.70	36.46	24.30	22.06	
<b>22</b>		28.94	31.57	34.20	37.01	24.66	22.39	
<b>23</b>		29.37	32.04	34.72	37.56	25.03	22.73	
<b>24</b>		29.82	32.52	35.24	38.12	25.41	23.07	
<b>25</b>		30.26	33.01	35.77	38.70	25.79	23.42	
<b>26</b>		30.72	33.50	36.30	39.28	26.18	23.77	
<b>27</b>		31.18	34.00	36.85	39.87	26.57	24.12	
<b>28</b>		31.64	34.51	37.40	40.46	26.97	24.48	
<b>29</b>		32.12	35.03	37.96	41.07	27.37	24.85	
<b>30</b>		32.60	35.56	38.53	41.69	27.78	25.22	

**\*Promotion: Employee will be placed at the step, for the new position, nearest to the rate of a 5% promotion increase.**

**Movement:**  
Employee will