



City of Wilmington

Loretta Walsh
City Council Member At-Large

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Public Safety Committee

Loretta Walsh, Chair
Michelle Harlee
Yolanda McCoy
Charles M. "Bud" Freel
Ciro Adams
Hanifa Shabazz, Ex-Officio Member

➤ REVISED NOTICE

Public Safety Committee Meeting

December 11, 2017

5:00 p.m.

1st Floor Council Committee Room

Agenda

1. Discuss an Ordinance to Amend Chapter 36 of the City Code to Repeal Section 36-9 Thereof Regarding Regulation of Itinerant Performers
2. Discuss an Ordinance to Amend Chapter 36 of the City Code Regarding Weapons and Related Offenses to Include Imitation Firearms
3. Discuss an Ordinance to Amend Chapter 39 of the City Code to Allow Retired Firefighters to Serve on the Fire Pension Board
4. Discuss an Ordinance to Amend Chapter 37 of the City Code Regarding the Passing of Municipal Vehicles on City Streets
5. Discuss a Resolution Encouraging the State of Delaware to Establish a Statewide Straw Purchase Education Program
6. Discuss a Resolution Supporting Efforts by the State of Delaware to Prevent and Reduce the Proliferation of Illegally-Obtained Firearms
7. Discuss a Resolution to Approve the Collective Bargaining Agreement between the City of Wilmington and the Fraternal Order of Police Lodge #1 Rank and File for the term of July 1, 2016 through June 30, 2020.
- 8. Discuss a Resolution to Approve the Collective Bargaining Agreement between the City of Wilmington and the Fraternal Order of Police Lodge #1 Captains and Inspectors for the term of July 1, 2017 through June 30, 2020
9. Discuss a Resolution Supporting Efforts by the Wilmington Professional Firefighters Union, Local 1590, to Preserve the Property at 1927 Lakeview Road as a Memorial to Fallen Firefighters

AN ORDINANCE TO AMEND CHAPTER 36 OF THE CITY CODE TO REPEAL SECTION 36-9 THEREOF REGARDING REGULATION OF ITINERANT PERFORMERS

#4460

Sponsors:

Council
President
Shabazz

Council
Member
Walsh

WHEREAS, the Wilmington City Code establishes laws for operations within the City of Wilmington; and

WHEREAS, although the City Code is regularly amended, it nonetheless contains certain provisions that are no longer necessary or appropriate, as well as sections that require clarification; and

WHEREAS, recognizing the importance of the City Code, the City has embarked upon a comprehensive review of the Code to identify sections requiring revision and to propose such amendments through legislation; and

WHEREAS, the permitting process for itinerant performers delineated in Section 36-9 of the City Code has not been regularly utilized; and

WHEREAS, the Main Street Performance Committee, which is the entity authorized to implement Section 36-9, is inactive; and

WHEREAS, the conduct which is prohibited under Section 36-9, such as excessive noise disturbance, disorderly conduct, and interference with pedestrian passage, is already addressed by other established Delaware and City laws; and

WHEREAS, in light of the foregoing, Section 36-9 of the City Code should be repealed.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON HEREBY ORDAINS:

SECTION 1. Chapter 36 of the City Code is hereby amended by repealing Section 36-9 thereof by deleting the stricken language as follows:

~~Sec. 36-9.—Regulation of itinerant performers.~~

~~(a) Definitions.~~

~~(1) Perform shall include, but is not limited to, the following activities: acting, singing, playing musical instruments, pantomime, juggling, magic, dancing, reading, puppetry, sidewalk art (working with non-permanent, water-soluble media, i.e., chalk, pastels, or watercolors directly on the pavement), and reciting.~~

~~“Perform” shall not include the production of items for sale.~~

~~(2) Performer means a person who has obtained a permit pursuant to this section.~~

~~(3) Public areas means public sidewalks, parks, playgrounds and other public areas for pedestrian use in the City of Wilmington.~~

~~(4) The Main Street Performance Committee shall consist of seven members. Two members shall be appointed by the mayor for terms of one and three years, two members shall be appointed by the president of city council for terms of one and three years, and three members shall be appointed by the Executive Director of Downtown Visions for terms of one, two, and three years. All members shall serve at the pleasure of the appointing authority. The chair of the committee shall be a member of the committee and shall be selected by a majority of the members. The committee shall represent a cross-section of the Wilmington artistic community.~~

~~(b) Prohibition. No person may perform in a public area without a permit issued to them.~~

~~(c) Permit.~~

~~(1) A permit shall be issued by the Main Street Promotions Committee to each applicant therefore in exchange for a completed application and a fee of \$5.00, the said fee being at the discretion of Downtown Visions and subject to change.~~

~~(2) A completed application for a permit, and the permit itself, shall contain the applicant's name, residence address and telephone number, and shall be signed by the applicant.~~

~~(3) A permit shall be valid from the date on which it is issued for a period of one year from that date.~~

~~(4) A permit shall be nontransferable, and shall contain the permit number of the applicant and the year in which the permit is valid. One permit may be issued for a group performance of up to a maximum of three group members. Larger groups require a special permit. In no event shall any group of performers of three or less, identified as such in their application and noted on their permits, be charged more than the \$5.00 fee.~~

~~(5) Upon issuing a permit, Downtown Visions shall also give the performer a copy of the rules and regulations for itinerant performers and a copy of this section.~~

~~(6) If a performer loses his or her permit, one replacement permit per year may be obtained for a fee of \$5.00.~~

~~(d) *Display of permit.* A performer shall clearly display his or her permit while performing, and shall allow inspection of the permit by any Wilmington police officer or staff person of Downtown Visions or of the Main Street Promotions Committee on request.~~

~~(e) *Permitted performances.*~~

~~(1) Performances may take place in the following locations:~~

~~a. Performers may not perform outside of areas designated by Downtown Visions and the Main Street Promotions Committee. All areas will be located within the geographic boundaries of Wilmington's Downtown Business Improvement District, as specified in Chapter 44 of the Wilmington City Code.~~

~~b. On private property, with the written permission of the owner or other person in control of such property.~~

~~c. In public areas where an authorized street fair or public festival is being conducted, with the permission of the sponsor of such fair or festival.~~

~~d. The licensee may not block roadways, sidewalks, crosswalks, driveways, stairways, curb cuts, handicapped access ramps nor block access to buildings, parks, public conveyances, businesses, crosswalks, traffic control poles containing pedestrian crosswalk button(s).~~

~~(2) Performances may only take place at times determined by Downtown Visions and the Main Street Promotions Committee, not to begin prior to 8:00 a.m. nor to conclude after midnight.~~

~~(3) No performer or group of performers may generate noise which exceeds the ambient noise level by ten dBA, as per article III, section 11-65 (Allowable noise levels and prohibited measurable noise disturbances) of the Wilmington City Code, said article incorporated by reference and a copy of which is attached to the ordinance from which this section derives herein. A performer or group of performers may use sound amplification as long as the resulting sound level is not exceeded. Upon a complaint by a business or resident, a designated staff person from the Wilmington Police Department, with the permissions of the business or resident, shall measure the sound level inside the residential dwelling. If the sound level exceeds a median sound level of 50 decibels, and exceeds the background noise by at least ten dBA, the performer or group of performers causing the excessive sound level shall either turn down the music or move to a distance from the origin of the complaint so as to reduce the sound level within these limitations. Background noise for this purpose shall mean L90.~~

~~(4) A performer may not create an undue interference with the passage of the public through a public area. If a performer attracts a crowd sufficient to obstruct a public~~

~~way, a police officer may disperse the portion of the crowd that is creating the obstruction.~~

~~(5) No performer or group of performers may perform less than 50 feet away from another group of performers.~~

~~(6) A performer may request contributions of money or property at a performance, provided that the sign requesting contributions is the approved sign sanctioned by the Main Street Promotions Committee. This sign is to be loaned to the performer for the duration of the performance and returned to Downtown Visions upon conclusion of the performance. Contributions may be received in any receptacle, such as an open musical instrument case, box or hat.~~

~~(7) Prior to being granted a street performance permit, all performances/entertainment will be reviewed for appropriate content and shall be subject to acceptance by the Main Street Promotions Committee.~~

~~a. A performer who performs and accepts contributions under the provisions of this chapter shall not be guilty of panhandling unless it is determined by a police officer that such a performance is not in the spirit of entertainment, but rather constitutes disorderly conduct.~~

~~(8) A performer may not create an undue interference with the passage of the public through a public area. If a performer attracts a crowd sufficient to obstruct the public way, a police officer may disperse the portion of the crowd that is creating the obstruction. The police officer shall not cause the performer to leave the location unless efforts to move the crowd fail to adequately protect the public safety or order. A police officer shall not ask the performer to leave the location unless all other means of restoring the public safety or order have been exhausted.~~

~~(9) Performers may offer for sale recordings of their own work, in the form of records, cassettes, videotapes or compact discs. On sidewalks, displays must not obstruct handicap ramps, doorways, or windows (i.e., performers shall not tape or post signs or posters on windows or lean displays against windows so as to obstruct a clear view through the window), and must not exceed more than 20 percent of the width of the sidewalk from the property line of the premises in front of which the display is installed.~~

~~a. Notwithstanding the foregoing, a performer may set up a display on the public sidewalk in front of a doorway to a business if the business is not open, assuming said display meets all other requirements of this section. In public areas other than sidewalks, no such display shall exceed 25 square feet, and it shall be prohibited to place a carpet, rug, blanket, or other such covering over grass in a public place.~~

~~(f) *Exclusion of public areas:*~~

~~(1) A specific public area may be excluded from performances in accordance with constitutional standards by decision of the Main Street Promotions Committee after a~~

~~public hearing notice of which shall be advertised no less than 14 days prior to said hearing.~~

~~(2) By decision of the chief of police in the case of an emergency: any holder of a license who disputes the need for said emergency exclusion may appeal to the board of licenses and inspections review for review.~~

~~(3) By decision of the commissioner of parks & recreation, in the case of an emergency regarding a park or playground: any holder of a license who disputes the need for said emergency exclusion may appeal to the board of licenses and inspections review for review.~~

~~(g) Penalties:~~

~~(1) Disposition. For purposes of this section, the following officials shall be specifically authorized to enforce the provisions of this section: Wilmington Police Officers, Downtown Visions, Main Street Promotions Committee staff as provided in this section. The penalty for each violation upon conviction in a court of competent jurisdiction shall be \$25.00 per violation.~~

~~(2) Suspension of permit.~~

~~a. The Main Street Promotions Committee and/or the Wilmington Police Department may suspend a permit for no more than 30 days if:~~

~~1. A performer is found to have knowingly provided false information in the application; or~~

~~2. A performer has received three non-criminal dispositions within one calendar year.~~

~~3. Revocation of permit. The Main Street Promotions Committee may revoke a permit for the remainder of the calendar year if a performer has received five summonses during that calendar year.~~

~~4. A performer may not receive a permit unless all tickets from the previous year have been paid.~~

~~(h) Exclusivity. The provisions of this section take precedence over any other city regulations or ordinance applicable to street performances. To the extent other city regulations or ordinances are applicable and are inconsistent with this section, this section shall govern. Sound levels generated by street performances shall be governed by this section and not by the Wilmington City noise ordinance, noting that this section was designed using guidelines set forth in the Wilmington City Code, Chapter II, Article III (Noise Control And Abatement).~~

~~(i) Peace and quiet. A performance done pursuant to this section shall have a rebuttable presumption that it does not constitute a disturbance of the peace or quiet.~~

~~(j) Severability. The provisions of this section and section 36-9 derived from this section are declared to be severable in accordance with section 1-9 of the City Code.~~

SECTION 2. This Ordinance shall become effective immediately upon its passage by City Council and approval by the Mayor.

First Reading.....December 7, 2017
Second Reading.....December 7, 2017
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved as to form this 7th day of December, 2017.

Elizabeth D. Powers
Senior Assistant City Solicitor

Approved this ____ day of _____, 2017.

Mayor

SYNOPSIS: This Ordinance is part of a comprehensive set of revisions to the City Code to repeal certain provisions that are no longer necessary or appropriate and to amend sections that require clarification. This Ordinance amends Chapter 36 of the City Code by repealing Section 36-9 thereof because it has not been utilized and is unnecessary.

FISCAL IMPACT STATEMENT: This Ordinance has no anticipated fiscal impact.

AN ORDINANCE TO AMEND CHAPTER 36 OF THE CITY CODE REGARDING WEAPONS AND RELATED OFFENSES TO INCLUDE IMITATION FIREARMS

#4458

Sponsor:

Council
Members
Turner
Williams

WHEREAS, City Council has enacted the provisions of Chapter 36 of the City Code, setting forth rules and regulations with respect to weapons and related offenses; and

WHEREAS, many imitation firearms are manufactured in a manner that makes them appear and/or sound like real firearms; and

WHEREAS, the close resemblance of many imitation firearms to real firearms creates confusion and alarm in law enforcement officers and the general public when such imitation firearms are displayed or brandished in public; and

WHEREAS, City Council has determined that a need exists to adopt certain regulations and restrictions relating to the sale, possession, and alteration of imitation firearms in the City of Wilmington in order to further the health, safety, and welfare of minors residing in or visiting the City of Wilmington; and

WHEREAS, this ordinance is not intended to prohibit, restrict, or license the ownership, transfer, possession, or transportation of firearms as outlined in 22 Del. C. § 111.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON HEREBY ORDAINS:

SECTION 1. Chapter 36 of the Wilmington City Code is hereby amended by adding a new Section 36-168 thereto containing the underlined language to read as follows:

§ 36-168. Imitation Firearms.

- (a) Definitions. The following words, terms, and phrases, when used in this section shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

- (1) “Imitation firearm” means any of the items listed below in subsection (i) or (ii) which, because of its color, size, shape or other characteristics, may reasonably be perceived to be a real firearm:
 - (i) air rifle, BB gun, or pellet gun; or
 - (ii) any toy, imitation, facsimile, or replica pistol, revolver, shotgun, rifle, machine gun, or other simulated weapon.
- (2) “Minor” means any person under eighteen (18) years of age.
- (b) Prohibited Conduct.
 - (1) It shall be unlawful to sell an imitation firearm to a minor.
 - (2) It shall be unlawful for a minor to possess an imitation firearm, except under the direct supervision of a parent or legal guardian.
 - (3) It shall be unlawful to remove or obscure the blaze orange plug, required under Title 15, Section 5001 of the United States Code, from an imitation firearm.
 - (4) It shall be unlawful to remove or obscure any other colors or markings required to be on an imitation firearm under city, state, or federal law.
 - (5) It shall be unlawful to possess an imitation firearm, on which the blaze orange plug (required by Title 15, Section 5001 of the United States Code) or any other colors or markings required by any city, state, or federal law, have been removed or obscured.
- (c) Exceptions. This section shall not apply to imitation firearms used by minors under adult supervision in the production of theatrical presentations at school.
- (d) Penalties. The penalty for a first offense under this section shall be a certain number of hours of community service, as determined by the judicial sentencing officer. For second and subsequent offenses, the penalty shall be a certain number of hours of community service, as determined by the judicial sentencing officer, plus a fine of up to \$500.

SECTION 2. This Ordinance shall become effective upon its passage by City Council and approval by the Mayor.

First Reading..... December 7, 2017
Second Reading..... December 7, 2017
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved as to form this 7th day of
December, 2017.

Elizabeth D. Power
Senior Assistant City Solicitor

Approved this ____ day of _____, 2017

Mayor

SYNOPSIS: This Ordinance amends Chapter 36 of the City Code to include a new Section 36-168 that addresses the sale to and possession of imitation firearms by minors, as well as markings required to be on imitation firearms by federal and other laws. This Ordinance prohibits: 1) the sale of an imitation firearm to a minor; 2) the possession of an imitation firearm by a minor, except under the direct supervision of a parent or legal guardian; 3) the removal or obstruction of the orange plug required by federal law for certain imitation firearms, or any other colors or markings required to be on an imitation firearm under city, state, or federal law; and 4) the possession of an imitation firearm on which the blaze orange plug required by federal law or any other colors or markings required by any city, state, or federal law have been removed or obscured.

FISCAL IMPACT STATEMENT: This Ordinance has no anticipated fiscal impact.

**AN ORDINANCE TO AMEND CHAPTER 39 OF THE CITY CODE TO ALLOW
RETIRED FIREFIGHTERS TO SERVE ON THE FIRE PENSION BOARD**

#4449

Sponsor:

Council
Member
Williams

WHEREAS, City Code Section 39-176 *et seq.* established the City of Wilmington Firefighters' Pension Fund (the "Old Plan"); and

WHEREAS, City Code Section 39-241 *et seq.* established the City of Wilmington Firefighters' Pension Act of 1984 (the "New Plan"); and

WHEREAS, City Code Sections 39-182 and 39-251 provide for a board of trustees (the "Board") to administer the Old Plan and the New Plan; and

WHEREAS, pursuant to City Code Sections 39-182(a) and 39-251(a), the Board includes five active members of the Wilmington Fire Department who are enrolled in either the Old Plan or the New Plan; and

WHEREAS, only nine active firefighters are enrolled in the Old Plan, only sixteen active firefighters are enrolled in the New Plan, and all twenty-five firefighters are currently eligible for retirement; and

WHEREAS, it is necessary to allow retired firefighters who are enrolled in the Old Plan or the New Plan to run for the vacant firefighter positions on the Board in order to ensure that the Board will be fully constituted in the future.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON
HEREBY ORDAINS:**

SECTION 1. Chapter 39 of the City Code is hereby amended by amending Section 39-182(a) thereof by deleting the stricken language and adding the underlined language to read as follows:

Sec. 39-182. - Board of trustees generally.

- (a) The board of trustees of the firefighters' pension plan shall consist of the chief of fire, the city treasurer, the director of finance, the ~~personnel~~ human resources director, the chairman of the finance committee of the city council, the chairman of the public safety committee of the city council, and five active or retired members of the fire department of the city who are enrolled in the firefighters' pension plan, such five members to be elected every four years by vote of the active and retired members of the fire department of the city who are enrolled in the firefighters' pension plan. Any active or retired member of the fire department of the city who is enrolled in the firefighters' pension plan and who would like to serve on the board of trustees shall submit his or her name in writing to the chief of fire during a timeframe designated by the chief prior to the elections in order to be placed on the ballot. Any seat on the board of trustees up for election will first be filled by an active member enrolled in the firefighters' pension plan seeking a seat in accordance with the number of votes received. If an insufficient number of active members enrolled in the firefighters' pension plan seek a seat, the remaining seat(s) will then be filled by a retired member enrolled in the firefighters' pension plan in accordance with the number of votes received. Those members of the board of trustees elected as of January 1, 2002, shall serve until December 31, 2006. The first general election shall occur in January 2006 and every four years thereafter.

....

SECTION 2. Chapter 39 of the City Code is hereby amended by amending Section 39-251(a) thereof by deleting the stricken language and adding the underlined language to read as follows:

§ 39-251. Board of trustees generally; contributions to the plan.

- (a) The board of trustees of the firefighters' pension plan shall consist of the chief of fire, the city treasurer, the director of finance, the ~~personnel~~ human resources director, the chairman of the finance committee of the city council, the chairman of the public safety committee of the city council, and five active or retired members of the fire department of the city who are enrolled in the firefighters' pension plan, such five members to be elected every four years by vote of the active and retired members of the fire department of the city who are enrolled in the firefighters' pension plan. Any active or retired member of the fire department of the city who is enrolled in the firefighters' pension plan and who would like to serve on the board of trustees shall submit his or her name in writing to the chief of fire during a timeframe designated by the chief prior to the elections in order to be placed on the ballot. Any seat on the board of trustees up for election will first be filled by an active member enrolled in the firefighters' pension plan seeking a seat in accordance with the number of votes received. If an insufficient number of active members enrolled in the firefighters' pension plan seek a seat, the remaining seat(s) will then be filled by a retired member enrolled in the firefighters' pension plan in accordance

with the number of votes received. Those members of the board of trustees elected as of January 1, 2002, shall serve until December 31, 2006. The first general election shall occur in January 2006 and every four years thereafter.

The chief of fire shall be the president of the board of trustees of the firefighters' pension plan. The board of trustees of the firefighters' pension plan shall appoint a secretary from among their own number. The secretary shall execute a bond for the faithful performance of his duties with respect to the firefighters' pension plan in such sum and form with such surety as will be satisfactory to the board of trustees. The cost of such bond shall be defrayed from the proceeds of the plan.

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SECTION 3. This Ordinance shall become effective upon its passage by City Council and approval by the Mayor.

First Reading.....December 7, 2017
Second Reading.....December 7, 2017
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved as to form this 7th day of December, 2017.

Elizabeth D. Power
Senior Assistant City Solicitor

Approved this ____ day of _____, 2017.

Mayor

SYNOPSIS: This Ordinance amends Sections 39-182(a) and 39-251(a) of the City Code to permit both active and retired members of the Wilmington Fire Department enrolled in either the Firefighters' Pension Fund (the "Old Plan") or the Wilmington Firefighters' Pension Act of 1984 (the "New Plan") to run for the five firefighter positions on the board of trustees (the "Board") that administers the Old Plan and the New Plan. It also provides a procedure for an active or retired firefighter enrolled in the Old Plan or the New Plan to place his or her name on the ballot, allows active and retired firefighters enrolled in the Old Plan or the New Plan to vote for the elected seats on the Board, and gives priority for the Board's elected seats to be filled by active members enrolled in the Old Plan or the New Plan. Finally, as a housekeeping matter, the term "personnel director" has been replaced with "human resources director".

FISCAL IMPACT STATEMENT: This Ordinance has no anticipated fiscal impact.

**AN ORDINANCE TO AMEND CHAPTER 37 OF THE CITY CODE REGARDING
THE PASSING OF MUNICIPAL VEHICLES ON CITY STREETS**

#4459

Sponsor:

Council
Member
Williams

WHEREAS, City Council has enacted the provision of Chapter 37 of the City Code setting forth requirements for vehicular traffic in the City of Wilmington; and

WHEREAS, there have been numerous incidents throughout the country wherein municipal workers have been struck and injured by passing motorists, not to mention incidents of vehicular crashes and property damage, including a recent incident in Wilmington; and

WHEREAS, many States have enacted laws pertaining to the safe passing of emergency vehicles carrying out official functions on and along roadways; and

WHEREAS, City Council deems it proper to amend City Code Section 37-195 to expand protections of municipal workers by requiring vehicular traffic to "Slow Down to Get Around" any municipal vehicle actively engaged in carrying out a City function.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON
HEREBY ORDAINS:**

SECTION 1. Chapter 37 of the City Code is hereby amended by amending Section 37-195 thereof by deleting the stricken language and adding the underlined language to read as follows:

§ 37-195. - Passing of ~~sanitation~~ municipal vehicles on ~~one-way~~ city streets.

- (a) It shall be unlawful for the driver of any vehicle proceeding on a city street ~~that is restricted to one direction;~~ to pass a sanitation stationary municipal vehicle ~~that is giving a visual signal by displaying flashing amber or amber and white lights without proper authorization from the operator of the sanitation vehicle or sanitation crew;~~ provided that the said vehicle is properly designated as a sanitation vehicle and a sign clearly instructs the driver to await authorization to pass unless the driver:

(1) Proceeds with caution and yields the right-of-way, if possible with due regard to safety and traffic conditions, by making a lane change into a lane not adjacent to that of the stationary vehicle, if on a roadway having at least 4 lanes with not less than 2 lanes proceeding in the same direction as the stationary vehicle; or

(2) Proceeds with caution and reduces the speed of the vehicle to a safe speed while passing such stationary vehicle, if changing lanes to a non-adjacent lane would be impossible or unsafe.

(b) Whoever violates this section shall, for the first offense, be fined not less than that amount established at Level 3 nor more than that amount established at Level 11. For subsequent offenses, the fine shall be that which is provided in section 37-186.

SECTION 2. This Ordinance shall become effective upon its passage by City Council and approval by the Mayor.

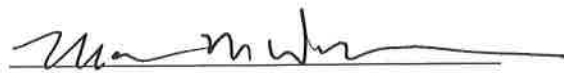
First Reading..... December 7, 2017
Second Reading..... December 7, 2017
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved as to form this 30 day of
November, 2017.



Assistant City Solicitor

Approved this ____ day of _____, 2017.

Mayor

SYNOPSIS: This Ordinance amends Chapter 37 of the City Code by expanding the safety protections afforded to municipal workers by requiring passing motorists to change their lane of travel, if possible, and to reduce their vehicle speed and proceed with caution when approaching a stationary municipal vehicle display flashing amber or amber and white lights.

FISCAL IMPACT STATEMENT: This Ordinance has no anticipated fiscal impact.

POLICY STATEMENT: This Ordinance proposes extending safety protections to municipal workers engaged in public service from passing motorists, and is similar to "Move Over" laws that many states, including Delaware, have enacted to protect emergency vehicles functioning on the side of roadways. This Ordinance was inspired not only by researching similar laws in other jurisdictions, but also by incidents in Wilmington and elsewhere in which sanitation and municipal workers have been harmed, or their vehicles struck and damaged, by motorists passing without proper care and precautions.

Wilmington, Delaware
December 14, 2017

WHEREAS, the Wilmington City Council is committed to promoting public safety and reducing gun violence in the City of Wilmington; and

#XXXX

Sponsors:

Council
Member
Turner
Williams

WHEREAS, firearms used to perpetrate crimes are often illegally obtained through “straw purchases,” in which firearms are unlawfully purchased on behalf of persons not legally qualified to own, possess or purchase them; and

WHEREAS, committing a straw purchase in the State of Delaware can result in a class F felony conviction for a first offense, which can carry a penalty of up to three years’ incarceration, and for each subsequent offense can result in a class C felony conviction, which can carry a penalty of up to fifteen years’ incarceration; and

WHEREAS, committing a straw purchase is also a federal offense that carries a sentence of up to ten years’ incarceration and a fine of up to \$250,000; and

WHEREAS, to help deter potential offenders from committing straw purchases by educating them about the serious consequences of such acts, the National Shooting Sports Foundation, in partnership with the Bureau of Alcohol, Tobacco, Firearms and Explosives, created the “Don’t Lie for the Other Guy Program” in June of 2000; and

WHEREAS, the State of Pennsylvania enacted an ordinance in 2008 that established a state-wide straw purchase prevention education program to provide resources and direct grant money to the “Don’t Lie for the Other Guy Program” and similar programs that offer straw purchase prevention education.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON, that Wilmington City Council does hereby respectfully encourage the State of Delaware to follow Pennsylvania’s lead and establish a state-wide straw purchase prevention education program to provide resources and direct grant money to the “Don’t Lie for the Other Guy Program” and similar programs that offer straw purchase prevention education.

Passed by City Council,

Attest: _____
City Clerk

Approved as to form this _____
day of November, 2017.

Senior Assistant City Solicitor

SYNOPSIS: This Resolution encourages the State of Delaware to establish a statewide straw purchase prevention education program to provide resources and direct grant money to the “Don’t Lie for the Other Guy Program” and similar programs that offer straw purchase prevention education.

Wilmington, Delaware
December 14, 2017

WHEREAS, the Wilmington City Council is committed to promoting public safety and reducing gun violence in the City of Wilmington; and

WHEREAS, firearms used to perpetrate crimes are often illegally obtained either through theft or through “straw purchases,” in which firearms are unlawfully purchased on behalf of persons not legally qualified to own, possess or purchase them; and

WHEREAS, to help reduce the proliferation of illegally-obtained firearms, the State of Delaware requires citizens to report the loss or theft of firearms to law enforcement within 48 hours; and

WHEREAS, in addition, committing a straw purchase in the State of Delaware can presently result in a class F felony conviction for a first offense, with more serious penalties for subsequent offenses; and

WHEREAS, House Bill 174, sponsored by Delaware State Representative John Mitchell, would amend Title 11 of the Delaware Code to raise the penalty for the first offense of purchasing or obtaining a firearm for someone not legally qualified to own, possess or purchase one from a Class F to a Class E Felony.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON, that the Council strongly supports House Bill 174 and all related efforts to prevent and reduce the proliferation of illegally-obtained firearms.

#XXXX

Sponsors:

Council
Member
Turner
Williams

Passed by City Council,

Attest: _____
City Clerk

Approved as to form this _____
day of November, 2017.

Senior Assistant City Solicitor

SYNOPSIS: This Resolution supports efforts by the State of Delaware to help prevent and reduce the proliferation of illegally-obtained firearms.

DRAFT

Wilmington, Delaware
December 14, 2017

#

Sponsor:

Council
Member
Walsh

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON, that the Collective Bargaining Agreement between the CITY OF WILMINGTON and the FRATERNAL ORDER OF POLICE LODGE #1 RANK AND FILE for the term of July 1, 2016 through June 30, 2020, a copy of which is attached hereto and made a part hereof, is hereby approved, and the Mayor and City Clerk are hereby authorized to execute as many copies of said Agreement as may be necessary.

Passed by City Council,

Attest: _____
City Clerk

Approved as to form this _____
day of December, 2017

Senior Assistant City Solicitor

SYNOPSIS: This Resolution approves the Collective Bargaining Agreement between the City of Wilmington and the Fraternal Order of Police Lodge #1 Rank and File for the term of July 1, 2016 through June 30, 2020.



**CITY OF WILMINGTON
&
FOP LODGE #1
BARGAINING AGREEMENT**

07/01/16 – 06/30/20



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AGREEMENT

between

THE CITY OF WILMINGTON, a municipal corporation
of the State of Delaware (hereinafter referred
to as the "Employer" or the "City")

and

FRATERNAL ORDER OF POLICE LODGE #1
(hereinafter referred to as the "Lodge")

ARTICLE 1 PURPOSE

Section 1.1. It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Employer and the employees covered hereby, to insure true collective bargaining and to establish proper standards of wages, working conditions, and other conditions of employment.

ARTICLE 2 MANAGEMENT RIGHTS

Section 2.1. General. The employees' representative agrees that the Employer has complete authority over the policies and administration of the Police Department, which it exercises under the provisions of law and in fulfilling its responsibilities under this Agreement, including the establishment of work rules and regulations not inconsistent with the provision of this Agreement. Any matter involving the management of department operations not covered by this Agreement is the province of the Employer. Should the Lodge object to any work rule or regulation as being violative of this Agreement, the provisions of Sections 13.2 through 13.13 of Article 13 and the disciplinary procedures set out in the Police Rules and Regulations shall constitute the contractual disciplinary grievance procedure, shall govern the conduct of any hearing and shall take precedence over the terms of Sections 9203, 9204, 9205 and 9207 of the Law Enforcement Officers' Bill of Rights, 11 Del. C. Chapter 92. Since the parties have been unable to agree upon and leave unresolved by this Agreement the application, if any, of the terms of Section 9206 to the disciplinary grievance procedure, the positions of the parties as to Section 9206 are preserved for subsequent consideration and resolution by a Court in the context of an actual case or controversy. It is further agreed that the negotiating history, which has occurred in connection with the negotiation of the 1987-1990 Agreement, shall not be raised, presented or in any way considered during any subsequent consideration and resolution of this issue.

ARTICLE 3
EMPLOYEES REPRESENTATIVE, DEDUCTION OF FEES, AND UNION SECURITY

Section 3.1. The Employer recognizes the Wilmington Lodge #1 Fraternal Order of Police as the exclusive bargaining agent for employees certified by the Department of Labor and Industrial Relations for the purpose of this Agreement. The term "employees" and "Police Officers" shall include the ranks of Patrol Person, Corporal, Senior Corporal, Sergeant, Master Sergeant, and Lieutenant employed in the Police Department of the City of Wilmington.

Section 3.2. Upon the written authorization of any employee covered by this contract, the City shall deduct from his wages the monthly amount of dues as certified by the Secretary of the Lodge and shall deliver the same to the Treasurer of the Lodge.

Section 3.3. The Lodge shall deliver to the City, at least ten (10) days before the end of the current pay period, additional "check-off of dues forms" under which membership dues for the current pay period are to be deducted. Dues withheld shall be transmitted by the City, with a list of those for whom such deductions have been made, to the duly elected Treasurer of the Lodge not later than the tenth (10th) working day of the following month.

Section 3.4. Lodge Security. All permanent members of the Police Department shall have the right to join or refrain from joining Fraternal Order of Police, Lodge #1. Any employee who chooses not to join Fraternal Order of Police, Lodge #1, and who is covered by the terms of this Collective Bargaining Agreement shall, however, be required to pay to Fraternal Order of Police, Lodge #1, an amount of money equal to the initiation fee uniformly required for membership in Fraternal Order of Police, Lodge #1, and a monthly service fee equal to the monthly dues charged members of Fraternal Order of Police, Lodge #1, to defray the costs in connection with Fraternal Order of Police, Lodge #1's legal obligations and responsibilities as the exclusive bargaining agent of the employees covered by this Agreement.

In addition, any employee who chooses not to join Fraternal Order of Police, Lodge #1, shall be required to pay any assessment uniformly levied upon all members of Fraternal Order of Police, Lodge #1, in connection with costs relating to collective bargaining and/or arbitration concerning the terms and conditions of any proposed Collective Bargaining Agreement.

The aforesaid payments shall be payable on or before the first (1st) day of each month and such sums shall in no case exceed the initiation fee, membership dues and uniform assessments paid by those employees who are members of Fraternal Order of Police, Lodge #1.

Other than payment of fees above referred to, those employees who do not choose to join Fraternal Order of Police, Lodge #1, shall be under no further obligation or requirement of any kind to said Lodge.

It is further understood and agreed that as a condition of continued employment, all employees covered by this Agreement shall, on the thirtieth (30th) day following their appointment as a permanent member of the Wilmington Police Department, or effective date of this Agreement, whichever is later, pay the established fees above referred to.

Section 3.5. The Lodge agrees that they shall hold the Employer harmless against any and all complaints, claims, judgments, or demands that may arise out of or in any way be related to compliance by the Employer with the terms of this Article or in reliance by the Employer upon any document furnished to the Employer by the Lodge pursuant to the provisions of this Article.

ARTICLE 4 GRIEVANCE PROCEDURE

Section 4.1. The grievance procedures set forth in this section are established in order to provide adequate opportunity for members of the Police Department to bring forth their views relating to any unfair or improper aspect of their employment situation and to seek correction thereof.

Section 4.2. The procedure set forth below shall apply to all employee grievances as defined in Section 4.11.

Section 4.3. The aggrieved employee shall file with his immediate supervisor a written statement explaining the grievance, the specific contract provision involved, the manner in which the contract has been violated and the remedy sought. The aggrieved employee shall file the grievance within ten (10) working days of the date of the grievance, or when the employee obtains knowledge or should have obtained knowledge of its occurrence. The immediate supervisor shall discuss the grievance with the aggrieved employee in an attempt to adjust the matter, and shall reply, in writing, to the employee within three (3) working days of receipt of the grievance.

Section 4.4. If, after receipt of the written decision of the immediate supervisor, the grievance has not been satisfactorily resolved, the aggrieved employee has three (3) working days to file a written appeal with his division commander. Within three (3) working days, the division commander shall discuss the grievance with the employee and respond to the employee in writing.

Section 4.5. If, after receipt of the written decision of the division commander, the grievance has not been satisfactorily resolved, the aggrieved employee shall, within three (3) working days, file a written appeal to the Chief of Police. Within thirty (30) calendar days after the receipt of the written appeal, the grievance shall be discussed with the Chief of Police and the Director of Human Resources or designated representative. The aggrieved employee has the right to take a member of FOP Lodge #1 of his choice to this hearing. At such meeting, discussion shall be limited to the issues raised in the grievance complaint and an earnest effort shall be made to arrive at a satisfactory resolution of the issue. The Director of Human Resources shall make notes and memoranda of the substance of the issues and conclusions of the meeting. The Director of Human Resources/Designee and the Chief of Police shall respond in writing within five (5) working days of the conclusion of the meeting.

Section 4.6. If after receipt of the written decision of the Director of Human Resources and the Chief of Police, the grievance has not been satisfactorily resolved, or if they fail to agree, the Lodge may appeal to an impartial arbitrator by writing to the Director of

Human Resources not later than thirty (30) days after the rendering of the decision or the expiration of the time limit for the rendering of such decision. No appeal shall be considered unless signed by the President of the Lodge.

Section 4.7. The impartial arbitrator shall be selected by the Lodge and Employer. In the event they are unable to agree upon an impartial arbitrator within five (5) days after the request for arbitration is made by either party, the impartial arbitrator shall be selected through and pursuant to the rules of the American Arbitration Association. The cost of the impartial arbitrator shall be borne equally by both parties. The decision of the arbitrator shall be made within thirty (30) days of the closing of the hearing and shall be binding upon both parties. The arbitrator will have no jurisdiction over disciplinary cases.

Section 4.8. The arbitrator shall have access to all written statements and documents pertaining to the appeals in the grievance.

Section 4.9. Within thirty (30) days after the selection of the impartial arbitrator, the arbitrator shall hold a hearing in connection with the appeal. The employee may be represented by a representative of his choice. Hearings need not be conducted according to technical rules relating to evidence and witnesses; provided, however, that neither party shall be permitted to rely entirely on hearsay.

Section 4.10. Within thirty (30) days of the conclusion of the arbitrator's hearing, he shall certify his findings, which shall then be final.

Section 4.11. Matters which may be grieved shall be limited to disputes or misunderstandings, which may arise between the parties concerning the application or interpretation of this Agreement.

Section 4.12. The Lodge shall be presumed to be the authorized representative of all members of the bargaining unit in grievance proceedings, unless an individually aggrieved employee, in writing, rejects its representation.

Section 4.13. Where the alleged grievance involves a matter of general application impacting on a significantly large number of employees, the Lodge may initiate a grievance on behalf of the entire group involved. The Lodge may raise the issue under Section 4.5 of the Grievance Procedure. 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 Lodge Committee and shall not thereafter again raise the issue individually.

ARTICLE 5 MAINTENANCE OF STANDARDS

Section 5.1. The City agrees that all conditions of employment relating to wages, salaries, hours, insurance, vacations, sick leave, grievance procedures and all other terms and conditions of employment shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the same shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement.

ARTICLE 6 HOLIDAYS

Section 6.1. Effective January 1, 2011, all members of the Police Department of the City who are covered by this Agreement shall not receive any additional compensation for the following holidays, and such other days as the Mayor shall designate, whether or not the employee works on such holidays: New Year's Day; the third Monday in January known as Martin Luther King Day; Lincoln's Birthday; Washington's Birthday; Good Friday; Memorial Day; the fourth day of July, known as Independence Day; the first Monday in September, known as Labor Day; Columbus Day; Veterans Day; Thanksgiving Day, whenever proclaimed; Christmas Day; and the day of the general election as it biennially occurs. All compensation for such holidays is included or "rolled" into the salaries set forth in Article 18.1.

Section 6.2. Whenever civilian employees are excused from work by an Executive Order of the Mayor, for any day or portion of a day not covered by ordinance or statute, the Police Officers shall receive a cash payment at straight time rates for those who are required to work on that day. This section shall apply only to those employees of the Police Department who are scheduled to work during the day or portion of the day covered by the Executive Order.

ARTICLE 7 VACATION

Section 7.1. All paid vacations for employees of the Employer shall be computed as follows:

(a) Eight (8) hours of vacation per month during the first six (6) months of continuous employment; however, no vacation may be taken until the employee has worked at least six (6) months.

(b) Eight (8) hours of vacation per month after the completion of the first six (6) months of continuous employment until the next January 1. Each January 1 thereafter, s/he will be credited with ninety-six (96) hours of vacation for the calendar year, until the completion of five (5) years of continuous service (i.e., the day beginning the employee's sixth year of employment), at which time the employee will be credited with an additional twenty-four (24) hours of vacation for a total of one hundred twenty (120) hours for the year.

(c) Each January 1 thereafter, s/he will be credited with one hundred twenty (120) hours of vacation for the calendar year, until the completion of nine (9) years of service (i.e., the day beginning the employee's tenth year of employment), at which time the employee will be credited with an additional forty (40) hours of vacation for a total of one hundred sixty (160) hours for the year.

(d) Each January 1 thereafter, s/he will be credited with one hundred sixty (160) hours of vacation for the calendar year, until the completion of twelve (12) years of service (i.e., the day beginning the employee's thirteenth year of employment), at which time the

employee will be credited with an additional sixteen (16) hours of vacation for a total of one hundred seventy-six (176) hours for the year.

(e) Each January 1 thereafter, s/he will be credited with one hundred seventy-six (176) hours of vacation for the calendar year, until the completion of fifteen (15) years of service (i.e., the day beginning the employee's sixteenth year of employment), at which time the employee will be credited with an additional twenty-four (24) hours of vacation for a total of two hundred (200) hours for the year.

Section 7.2. Vacation shall not be accumulated from year to year but must be taken in the calendar year applicable, except that (a) a maximum of eighty (80) hours of vacation may be carried over to the following calendar year and (b) the employee may take all the vacation for which the employee is eligible to take in the nineteenth year of service and carry it over into the twentieth (20th) year to be used just prior to the employee's retirement.

Section 7.3. Vacation time shall be exhausted before the starting date of an eligible employee going off on pension.

Section 7.4. Vacation preference shall be determined on the basis of seniority within the divisions of the Police Department and within each division on the basis of rank with length of service in rank determining right of selection between men of equal rank.

Section 7.5. Pay for all vacations will be based on the rate of pay of the employee at the time of vacation and will be paid in advance of regularly scheduled vacations if requested and approved.

Section 7.6. If a holiday falls within a scheduled vacation period, an additional day of vacation shall be granted.

ARTICLE 8 SICK LEAVE

Section 8.1. Sick leave shall be earned by all Police Officers covered by this Agreement from the commencement of employment but may not be used until an employee shall have completed three (3) months of continuous employment. Time worked under emergency or temporary appointment, when followed immediately by permanent or provisional appointment may, upon the recommendation of the Chief and approval of the Director of Human Resources, be included in computing length of continuous service.

Section 8.2. Sick leave shall be granted to employees when they are incapacitated from the performance of their duties by sickness (including pregnancy), injury or for medical examination or treatment when certified by the employee's physician, dental or optical examination or treatment, or when certified by any other medical professional. Sick leave shall also be granted when a member of the immediate family of the employee is afflicted with a contagious disease or requires the care and attendance of the employee, or when, through exposure to contagious disease, the presence of the employee at his employment position would jeopardize the health of others. For purposes of this section, the term "member of the immediate family of the employee" is defined as the employee's parents, grandparents, siblings, spouse, in-

laws, sons, daughters, including sons and daughters by lawful adoption, stepchildren, foster children, and those minor children for whom employee is acting *loco parentis*.

Section 8.3. Calculation of sick leave accumulation for all eligible employees shall be at the rate of eight (8) hours per month on the thirtieth (30th) day of each month, accumulated to a maximum of one thousand nine hundred twenty (1,920) hours.

The schedule for all eligible employees is as follows:

NUMBER OF YEARS EMPLOYED	RATE OF ACCUMULATED SICK LEAVE/MO.	RATE OF ACCUMULATED SICK LEAVE	TOTAL ACCUMULATED SICK LEAVE
1st	8 hours	96 hours	96 hours
2nd	8 hours	96 hours	192 hours
3rd	8 hours	96 hours	288 hours
4th	8 hours	96 hours	384 hours
5th	8 hours	96 hours	480 hours
6th	8 hours	96 hours	576 hours
7th	8 hours	96 hours	672 hours
8th	8 hours	96 hours	768 hours
9th	8 hours	96 hours	864 hours
10th	8 hours	96 hours	960 hours
11th	8 hours	96 hours	1056 hours
12th	8 hours	96 hours	1152 hours
13th	8 hours	96 hours	1248 hours
14th	8 hours	96 hours	1344 hours
15th	8 hours	96 hours	1440 hours
16th	8 hours	96 hours	1536 hours
17th	8 hours	96 hours	1632 hours
18th	8 hours	96 hours	1728 hours
19th	8 hours	96 hours	1824 hours
20th	8 hours	96 hours	1920 hours

Section 8.4. Eight (8) hours of credit for sick leave will be allowed for each calendar month of continuous service in which the employee has worked or has been paid vacation or sick leave for at least thirteen (13) working days of such month.

Section 8.5. In order to qualify for sick leave, all employees must comply with the following conditions:

(a) It is the employee's responsibility to report his or her inability to be on duty as soon as reasonably possible, but no later than one hour prior to starting time by notifying his or her house sergeant.

(b) After twenty-four (24) consecutive work hours or more of continued absence the City may require a Police Officer to produce to their immediate supervisor a note from a physician that satisfactorily demonstrates the Officer was unable to work, and has obtained medical clearance to return to work. This certificate shall be forwarded to the City Medical Dispensary and will become part of the Police Officer's record.

(c) If any employee is absent from work due to personal illness or illness of an immediate family member for longer than twenty-four (24) consecutive work hours and expects to be away from work for more than ninety-six (96) consecutive work hours, no later than the eightieth (80) consecutive work hour of absence a medical doctor's certification must be submitted, forthwith to the employee's immediate supervisor together with the written indication of the anticipated length of absence.

Section 8.6. Sick leave shall be certified by the Police Chief upon forms prescribed by the Director of Human Resources. The Police Chief shall maintain complete and accurate leave records. Records of sick leave accumulated and taken shall be available to the Police Officer.

Section 8.7. Police Officers taking time off and not complying with the conditions of Paragraphs (1), (2), and (3) of Section 8.5 will not be paid for time off.

Section 8.8. In the case of an extended sickness where a Police Officer has exhausted his accumulated sick leave, all unused vacation time, with the exception of forty (40) hours which may be retained, must be taken. At the end of this time, if the employee is still away from the job because of sickness, the matter shall be brought before the Sick Leave Arbitration Board, which shall consist of the Director of Personnel, the President of City Council and the Police Chief. This Board will study and rule if additional sick leave time, with pay, is to be granted to the Police Officer.

Section 8.9. Regularly scheduled time off will not be counted against allowable sick leave if it falls during a period of sick leave.

Section 8.10. A Police Officer who has completed less than one (1) year of service shall have a grace period of one (1) year, and during that one (1) year period he shall not be docked or have sick leave charged against his vacation time subject to the discretion of the Chief.

Section 8.11. An employee, who upon retirement after 20 years of service has accumulated at least eight hundred (800) hours of unused sick leave, shall be granted the right to retire from active duty by forty percent (40%) of the unused sick leave days earlier than the employee's normal effective date of retirement after 20 years of service.

ARTICLE 9 AUTHORIZED LEAVES OF ABSENCE

Section 9.1. Union Leave. Leaves of absence with pay will be granted for no more than eight (8) Police Officers to attend and serve as delegates at conventions and

organization conferences relating to Union activities provided that such leaves will not exceed in the aggregate two hundred forty (240) working hours per year.

Section 9.2. Negotiations Preparation Leave. The Lodge shall be allowed to have two (2) members of the negotiating team excused for up to four (4) hours per meeting for labor contract negotiations or related matters prior to the start of negotiations. Such time shall be granted within reasonable proximity to the beginning of negotiations and shall continue after negotiations have begun.

Section 9.3. FOP Board Member Leave. Any Police Officer on the Board of the FOP shall be given three (3) hours off from duty to participate in monthly meetings, Board of Directors' meetings, and at up to three (3) special meetings during the contract period. A special meeting is limited to a meeting called by the President of the FOP or his designee for emergency reasons that require an immediate vote. The FOP shall give to the appropriate supervisor notice of such meetings as soon as practicable. This section shall apply to only those members working the third (3rd) shift (1600 to 0200) and will not exceed more than two (2) members at any time, and said members shall be subject to callback as required. Permission to attend meetings may not be withheld except for operational necessity.

Section 9.4. Military Training/Military Service.

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

(b) Any employee of the City who is a member of the National Guard or any reserve component of the Armed Forces of the United States will be entitled to leave of absence without loss of time or annual leave during which he is engaged in the performance of official duty or training in this state, or in the United States, under competent orders. While on such leave he shall be paid his regular salary, less his military pay, not to exceed a total of one hundred twenty (120) working hours in any one (1) calendar year.

(c) To receive payment of salary, an employee must, prior to his leave, file with the Human Resources Office of the City, a copy of his official orders, and upon return a certification from his commanding officer of performance of duty in accordance with terms of the orders.

(d) It shall be the policy of the City to guarantee to its permanent employees who, during a national emergency, volunteer or are called for active military service, a position upon their return to civilian life equal to the one they left, provided that the requirements set forth in the above paragraph are fulfilled.

(e) Permanent employees who, with ninety (90) days of service, volunteer or are called for active military service shall be paid from the date they leave City employ for all accrued vacation to their credit at that date. The employee, at his discretion, may

elect not to be paid for vacation leave but to leave it to his credit for use upon returning to the department.

(f) These same policies shall be applicable to permanent employees who at any time are subject to the provisions of the Selective Service Act.

Section 9.5. Bereavement Leave. All Police Officers shall be granted up to four (4) consecutive working days off for a death in the Police Officer's immediate family. The hours paid will equal the shift hours regularly worked. Death in the Police Officer's immediate family shall be construed to mean the death of one (1) of the following: Spouse, children, parents, step-parents, brother, sister, grandparents, spouse's grandparents, mother-in-law, and father-in-law. Additional time off will be granted for necessary travel to distant states for funeral services. The time off allowed in the case of death in the Police Officer's immediate family shall not be chargeable to either sick leave or vacation time.

In the event of a death of a near relative not listed above, up to three (3) consecutive work days of vacation time may be taken. The hours paid will equal the shift hours regularly worked and an equal amount of hours is deducted from the officers' vacation balance. The Chief may allow time off as prescribed above at the death of other relatives, provided that they are residing at the time with the member of the Police Department or the member of the Police Department is residing with them.

In the event of a death of a near relative not listed above and with whom the Police Officer is not residing, up to twenty-four (24) consecutive hours of vacation time may be taken. The hours paid will equal the shift hours regularly worked and an equal amount of hours is deducted from the officer's vacation balance.

Section 9.6. Paid Parental Leave. Paid parental leave shall be provided to Police Officers on the same terms and conditions as non-union employees under Section 40-341 of the City Code.

ARTICLE 10 HEALTH AND WELFARE

Section 10.1. Effective June 30, 2011 at 23:59 hours (11:59 p.m.), employees covered by this Agreement shall be offered three medical plans: Point of Service 100/80 ("POS(1)"), Point of Service 90/70 ("POS(2)"), and Simply Blue EPO Plan 100 ("EPO"). These plans shall be provided to employees covered by this Agreement plus eligible dependents during the term of this Agreement. POS(1) shall not be offered to employees hired after January 1, 2018.

Effective July 1, 2018, employees covered by this Agreement, who were hired before January 1, 2018, shall be offered three medical plans: PPO 100/80 ("PPO1"), PPO 90/70 ("PPO2"), and Simply Blue EPO Plan 100 ("EPO"). These plans shall be provided to employees covered by this Agreement plus eligible dependents during the term of this Agreement. Effective July 1, 2018, employees covered by this Agreement who were hired after January 1, 2018, shall be offered two plans: PPO2 and EPO.

Benefits and required employee contributions and co-pays provided under these plans shall be attached to and made a part of this Agreement as Appendix "A."

(a) Upon retirement, employees shall have the right to choose, in writing, to continue coverage with the City of Wilmington's health insurance plans, at the employee's expense, with a deduction from pension payments where applicable, unless the employee qualifies under the stipulations outlined in subsection 10.1(c).

(b) Retiree Medical Program

(1) **Title** – This subsection shall be known as the City of Wilmington Retiree Medical Program. This program will be identical to the medical insurance benefits that are provided for active full-time City employees, except for retirees who are 65 years of age or older. The City reserves the right to offer a different plan for retirees who are 65 years or older, provided that the plan offers benefits comparable to those benefits offered to active employees, i.e., medical and prescription coverage will be of similar value.

(2) **Eligibility** – To be eligible for Retiree Medical Program ("Program") benefits, the City employee must first be a retired bargaining unit member who is receiving a pension benefit pursuant to any City Pension Plan and/or the State of Delaware "County and Municipal Pension" Program. The Program is applicable to all members of this bargaining unit who are active (on the City payroll) full-time employees as of January 1, 2000, and all employees first employed in a full-time position after said date. Any bargaining unit employee who is eligible for City employee pension benefits pursuant to any of the City employee pension benefit programs shall then meet the following requirements in order to receive Retiree Medical Program benefits pursuant to this section:

A. Uniformed City employees who are not less than 55 years of age with not less than twenty (20) years of service as City employees.

(3) **Healthcare Coverages** – This Program shall pay not less than 80% of the blended rate up to a maximum of \$5,000.00 for eligible retirees who are less than 65 years of age. The Program shall pay not less than 80% of the blended rate to \$2,000.00 for retirees who are 65 years of age or older. "Blended rate" shall mean the average cost to the City for all active participants in the program.

(4) Spousal Coverage.

A. Spouses and other eligible dependents of covered bargaining unit employees who are eligible under Subsection 10.1(c)(2) Eligibility, as outlined above, shall be permitted to participate in the Retiree Medical Program Group Plan at the group rate for the lifetime of the covered spouse. Premiums shall be the responsibility of the retired City employee or covered spouse. Spouses shall continue as long as they are receiving a City pension benefit.

B. The premiums for spousal and/or other eligible dependents covered shall be published annually and shall reflect the City's actual cost for that coverage.

(5) **Dental Benefit** – A dental benefit shall also be optional at the discretion of the retiree. Persons opting for the dental benefit shall be entirely responsible for payment of the requisite premium.

(6) **Disability** – Any bargaining unit employee with at least fifteen (15) years of service, who otherwise qualifies for a City disability pension benefit, shall be eligible for the Retiree Medical Program benefits of this section. This fifteen- (15) year requirement shall be waived for any bargaining unit employee who is eligible for a service-related total 75% disability pension.

Section 10.2. Life Insurance.

(a) The City agrees to provide term life insurance for each Police Officer equal to one and one half times (1 ½) his/her salary with a maximum of fifty thousand dollars (\$50,000.00), effective upon ratification of this contract. In addition, the City will provide Accidental Death and Dismemberment coverage of up to \$50,000.00, effective upon ratification of the contract. The cost of this life insurance, with the exception of \$2.00, shall be borne by the Employer. The \$2.00 fee that shall be assessed against each employee covered by this benefit shall be deducted yearly from the employee's regular paycheck. Upon termination of employment, the Employer agrees to provide the Police Officer the option to continue his/her term life insurance coverage in accordance with the provisions outlined in the Plan document at the officer's own cost.

(b) The City agrees to allow Police Officers to purchase an additional \$20,000 term life insurance through monthly payroll deductions.

Section 10.3. Dental Plan. The Employer will continue its current dental benefit under the life of this Agreement ("Current Plan"). Effective June 30, 2011 at 23:59 (11:59 p.m.) the Employer shall also offer an alternative dental benefit ("Traditional Plan"). The benefits and required contributions and co-pays under these plans shall be attached and made part of this agreement as Appendix "A-1."

Section 10.4. Long-Term Disability Benefit. The Employer will continue its Long-Term Disability Benefit during the life of this Agreement. The benefit payable under this plan is sixty percent (60%) of the basic monthly earnings not to exceed the maximum monthly benefit, less other income benefits.

Section 10.5. Opt Out. Any employee who can show proof of other health insurance coverage from a source other than the City shall be eligible for a two hundred dollar (\$200.00) per month opt out effective the ratification of this Agreement.

Section 10.6. No dispute arising under or relating to the payment of claims shall be subject to the grievance and arbitration procedures set forth in Article 4 of this Agreement.

Section 10.7. 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 and to escape such double coverage the Employer shall be permitted to cancel benefits or policies which duplicate, in whole, compulsory governmental sponsored insurance program; there shall be no reduction in the benefits provided; if any benefit is partially duplicated, only the duplicated part will be omitted.

ARTICLE 11 WORKER'S COMPENSATION

Section 11.1. Employees injured on the job in the performance of their assigned duties will be covered by the Workmen's Compensation Plan and their time off will not be chargeable to either their accumulated sick leave or their vacation time. The City shall pay the Police Officer injured in the performance of his assigned duties the difference between compensation pay and the sum he would have received in his regular pay.

ARTICLE 12 WORKING CONDITIONS

Section 12.1. Plainclothes Allowance and Shoe Allowance.

(a) Those sworn Police Officers eligible for the plainclothes allowance as designated by the Police Chief, up to a maximum of ninety (90) officers, will receive an allowance of \$400 per year, payable semi-annually. To be eligible, an officer must serve on a plainclothes detail for a period of one (1) month.

(b) Sworn Uniform personnel, up to a maximum of two hundred (200) officers will receive \$100 per year for uniform shoes, also payable semi-annually.

Section 12.2. Uniform Cleaning Program.

(a) The City will continue its uniform cleaning program. Clothing cleaning will include civilian clothing of the Criminal Investigations Division and those persons as determined by the Chief, not to include the Drug and Organized Crime and Vice Division.

(b) The City will provide, beyond the current uniform cleaning program, a \$50 uniform maintenance allowance.

(c) The City will also continue to pay the full cost of motorcycle boots for each individual upon initial assignment to motorcycle duty and the full cost of one new pair every two (2) years thereafter.

Section 12.3. Meal Allowance. The City will provide for the payment to personnel of the Police Department of a meal allotment to be paid at the rate of \$5 per meal to any employee who is required to and does work two (2) hours beyond his regular quitting time. The employee shall be furnished an additional meal allotment every four (4) hours thereafter while he continues to work.

Section 12.4. Call Out. In the event an Officer is called back outside his regular shift and after having logged out, he shall be paid a minimum of four (4) hours' pay. Said pay

shall be calculated at the straight time rate. In the event the Officer is required to work any period in excess of four (4) hours, he shall be paid at the straight time rate for all hours actually worked. In the event an Officer is "called in early," i.e., ordered to report earlier than the starting time for his next regular shift, he will be guaranteed two (2) hours' straight time pay.

Section 12.5. Stand-By Time. Police Officers who are required to be on one (1) hour stand-by will not be compensated for the first two (2) hours of the stand-by period but will be compensated for each hour of stand-by in excess of two (2) hours in any twenty-four (24) hour period at straight time rates.

Section 12.6. Labor/Management Meeting. A labor-management meeting will be held during the first week of each month, the exact date to be confirmed with the Human Resources Director. The City representative shall be at least the following: The Director of Public Safety or his designate and Chief of Police or his designate. The City representatives may bring other individuals into the meeting who may be involved in or knowledgeable on the issues being discussed. The Lodge Committee shall be composed of a maximum of six (6) members of the Lodge one of whom shall be the Union President or his designate all of whom will be designated by the Lodge within thirty (30) days after the signing of the contract. If the Lodge designates men who are on duty, time off with pay shall be granted. The meeting shall not exceed one and one-half (1 ½) hours per month unless extended by mutual agreement. A written agenda by topics to be discussed shall be submitted by the Lodge seven (7) days prior to such meeting. If no agenda is submitted by the required date, no meeting need be scheduled. These meetings are not intended to bypass the Grievance Procedure or to be considered contract negotiation meetings but are intended as a means of fostering good employment relations through communications between the parties.

Section 12.7. Transfers.

(a) Whenever practicable, an employee shall receive two (2) weeks prior notice of transfer.

(b) Once an employee who has submitted a letter of intent to retire starts "terminal leave" (vacation, sick leave, comp. time, shooting days, or any other accrued leave), the officer's position shall be considered open and if applicable, the Chief may make permanent promotions effective that date.

Section 12.8. Air Conditioned Cars. All new police cars purchased will be air conditioned.

Section 12.9. Friday After Thanksgiving.

An employee who works on the Friday after Thanksgiving (employees who start work on or after 9:00 p.m. are not considered to work that day) shall receive a cash payment.

**ARTICLE 13
WORK RULES AND REGULATIONS**

Section 13.1. Promotion List.

The Promotion List is to be published by April 15 of even numbered years for a period of two (2) years. If the Lodge is notified by the Administration on or before April 1, of any year that the list is due, that for good and sufficient cause a new promotional list cannot be completed by April 15, no further promotions will be made from the currently posted list and an additional thirty (30) days will be used to complete the new list.

Section 13.2. Disciplinary Suspensions. No suspension for any period provided in the disciplinary code shall affect the Police Officer's pension, hospitalization, medical, life insurance, or other benefits.

Section 13.3. Summary Punishment. A commander may impose summary punishment for an officer found to be in violation of departmental orders, rules or regulations. The scope of discipline, which may be imposed as summary punishment can range from written reprimand up to, but not exceeding, a two day suspension without pay.

Summary punishment shall be administered in accordance with the procedures set out in the City of Wilmington Police Officers Manual, as of November 22, 1992.

Any officer accused of violating a departmental order or regulations and offered summary punishment has the right to reject the summary punishment and have the case heard by a Complaint Hearing Board.

Section 13.4. Plea of Guilty with an Explanation. An officer charged with a violation beyond the scope of summary punishment may choose to enter in writing a plea of "guilty with explanation" prior to the commencement of a hearing on the matter by a Complaint Hearing Board. The plea must be delivered to the Inspector of Investigative Operations. In such a case, the officer's plea will be considered by the Complaint Hearing Board, which will determine punishment in accordance with this Article and the work rules and regulations found in the Police Officers Manual.

Section 13.5. A Pool of Staff Officers for Complaint Hearing Board. All disciplinary hearings (except those that fall within the summary punishment procedure set out in this contract and in the Police Officers Manual) shall be conducted by a Complaint Hearing Board of three officers selected randomly from the following pool of officers:

(a) All Captains, except for the Captain of the Office of Professional Standards, and

(b) All Inspectors, except the Inspector of Investigative Operations.

(c) Should any accused officer believe that a member of a Complaint Hearing Board should not be eligible to sit on the Complaint Hearing Board because of bias or prejudice against the accused officer, the accused officer may submit a confidential memorandum to the Inspector of Investigative Operations requesting that the Board member in question be removed. The confidential memorandum shall specify in detail the accused officer's reasons for the request. The Inspector of Investigative Operations shall have the final and sole authority to replace a member of the Complaint Hearing Board.

Section 13.6. After the Complaint Hearing Board has reached a decision as to the innocence or guilt (and penalty, if any,) they shall dictate in a clear and concise manner their recommendation to the Chief as to each count charged, the penalty, if there is one, and the reasoning behind their decision.

Section 13.7. The Complaint Hearing Board decision shall be sent to the employee and the Chief of Police on the same day.

Section 13.8. A written appeal of a departmental Complaint Hearing Board must be made within five (5) working days of the Complaint Hearing Board decision. Appeal must be based on one (1) or more of the following criteria, giving specifics of each point of the appeal:

(a) The defendant believes that he was unjustly accused in that the charges lack merit or were brought without just cause.

(b) The defendant believes that the penalty given was unjustly harsh, given the attending circumstances.

(c) The defendant believes that all evidence was not available to him at the time of the original Complaint Hearing Board, or was denied entry by the Complaint Hearing Board.

(d) The decision of Trial Board is not supported by the evidence and record.

(e) All Appeals must clearly indicate the specific area(s) to be reviewed, and why the defendant is entitled to relief.

Section 13.9. The Captain of the Office of Professional Standards and/or the Chief of Police, within five (5) days of receipt of the Complaint Hearing Board's decision and recommendation, may convene an Appeal Board to consider the following: (a) whether the Complaint Hearing Board was not carried out in a manner fair to both the employee and to the Office of Professional Standards prosecuting the case; or (b) whether the decision of the Complaint Hearing Board was not supported by the evidence; or (c) whether the punishment imposed was too lenient or too harsh in view of the character of the offense. Should the Captain of the Office of Professional Standards and/or the Chief of Police decide to convene on the Appeal Board, he/she shall state the reasoning behind his/her decision in writing. A copy of this decision shall be sent to the employee.

Section 13.10. The Appeal Board shall be composed of: 1) the Chief of Police or his designated representative; and 2) the Human Resources Director or his designated representative; and 3) the FOP President or his designated representative, who must be a member of the department, as well as an active member in good standing of the FOP

(a) In the event that the Chief of Police initiates an appeal, the Mayor's Office Chief of Staff or his or her designated representative shall sit on the Appeal Board in place of the Chief.

(b) The Appeal Board shall have the authority to uphold the judgment of the Complaint Hearing Board or overrule the judgment of the Complaint Hearing Board and take whatever other action it deems appropriate.

Section 13.11. Should the Captain of the Office of Professional Standards and/or the Chief of Police call for the convening of the Appeal Board, the employee shall be notified in writing and be given the opportunity to request within five (5) days whether he/she wishes to be present, have an attorney, and/or present testimony and evidence before the Appeal Board or just make written submissions.

Section 13.12. An employee shall have the right to review his or her personnel file in the presence of the commanding officer of the Human Resources Division with the exception of the psychiatric examination.

Inaccurate Documents. If, upon examining his personnel file, an officer has reason to believe that there are inaccuracies in documents contained therein, he may write a memorandum to the Chief explaining the alleged inaccuracy. If the Chief concurs with the officer's contentions, he shall remove the faulty document. In the event the Chief disagrees, the inaccuracy of the document may be the subject of a grievance.

Section 13.13. Rights of Police Officers Under Investigation. The following procedures are established to insure certain rights of Police Officers under investigation and shall not be construed to limit supervisory or command authority in normal operations. In an effort to insure that internal investigations are conducted in a manner, which is conducive to good order and discipline, the following procedures are established:

(a) Every Police Officer shall answer questions upon the request of the officers of the Office of Professional Standards. Before questioning of the Police Officer occurs, he/she shall be appraised of the following:

Identity of the officer in charge of the investigation; identity of the officers conducting the investigation, their names, ranks, and assignments; as well as whether the investigation is criminal in nature or departmental in nature. In addition, the Police Officer shall be informed of the type of violation under investigation (i.e., lateness, insubordination, theft), unless the officer conducting the investigation determines that such a disclosure would jeopardize the investigation.

(b) The questioning of a Police Officer shall be conducted according to standard departmental procedures and practices in a non-coercive manner, without improper threat or promise of reward, and preferably when the Police Officer is on duty, unless the urgency of the investigation requires he/she be questioned while off duty.

(c) The questioning of the Police Officer shall be conducted at any of the following locations: Police headquarters, the City/County Building, the State Office Building, place where the incident occurred, or any other location relevant to the investigation as designated by the officer in charge of the investigation, unless otherwise waived by the officer being investigated.

(d) Interrogation sessions shall allow time for such personal necessities and rest periods as are reasonably necessary.

(e) If a record, either written, taped, or transcribed, shall be kept of the interrogation of the Police Officer; a copy of the record shall be available to the officer or his counsel upon request.

(f) If the officer under interrogation is being investigated for an alleged violation of a criminal statute, he shall be completely informed of his constitutional rights, including his right to counsel prior to the commencement of the interrogation.

(g) Orders concerning internal investigations inconsistent with the guidelines set forth in this section entitled, "Rights of Police Officers Under Investigation," shall be modified accordingly.

ARTICLE 14 ACTING OUT OF RANK

Section 14.1. All personnel substituting in a higher rank will be entitled to payment at the higher rank unless substitution is triggered by vacation. An officer shall be entitled to Acting Out-of-Rank Pay when an officer works an entire regular shift (i.e., more than one but less than six days of assigned regular duty, exclusive of overtime). The City agrees not to change an officer's assignment to avoid payment of out-of-rank pay. Notwithstanding anything herein to the contrary, "acting out-of-rank" pay will be paid if substitution is caused by a vacation, which is taken in connection with termination from the Department.

ARTICLE 15 LAYOFFS

Section 15.1. Layoffs, when necessary, shall begin with those employees having the least seniority in the Department. This seniority shall be based on the employees' date of appointment as a Patrol Officer. No new appointments shall be made until all laid-off Patrol Officers who wish to return have been recalled. Employees who have been laid off shall have recall rights in the inverse order of layoff according to seniority.

ARTICLE 16 PENSION

Section 16.1. The provisions of the police pension plans (set forth in the Code of the City of Wilmington, Article IV Division 2 Police Pension Plan, and Division 4 City of Wilmington Police Pension Act) are incorporated into this Agreement by reference. The City and the Lodge agree that any changes within the pension benefits shall be done in consultation and negotiations between representatives of the Lodge and the City. Upon the conclusion of the negotiations both parties shall jointly seek the City Council legislation necessary to enact the agreed upon changes. There will be no change in the provision of the police pension without the agreement of the Lodge. As set forth in the code, the employee contribution shall be six (6) percent of the employee's base salary.

Section 16.2. On a trial basis from the date of the signing of the new Collective Bargaining Agreement until June 29, 1998, upon retiring an officer shall have the option of receiving the officer's terminal leave benefits either in a lump sum or exhausting the same before the starting date of an officer going off on pension. Officers must have reached their 20th anniversary to be eligible for pension payment to start. This agreement must also be voted on and approved by the Police Pension Board.

Section 16.3. Any officer on active duty on July 1, 1995, shall be entitled to the benefit of the Classifications and Salaries as set forth in Article 18, Section 18.1, including without limitation, for the purpose of determining pension rate, even if the officer has applied to and/or retired on or after July 2, 1995.

ARTICLE 17 OUTSIDE EMPLOYMENT

Section 17.1. No member of the Police Department shall be allowed to be engaged in any second job unless prior approval has been granted by the Chief of Police.

(a) The request to hold outside employment must be on an approved form indicating the Employer, location, and hours of work.

(b) Under no circumstances is any member to be allowed to work more than four (4) hours at a second job on any regular work day.

(c) The City will arrange for the purchase of a Workers' Compensation Insurance policy to cover all employees working extra-duty jobs approved by the Chief. The employees agree to reimburse the City for the cost of this policy from earnings received.

ARTICLE 18 CLASSIFICATION AND SALARIES

Section 18.1. Salaries for each year of the contract will be as follows:

WAGES AND SALARIES
FRATERNAL ORDER OF POLICE/RANK & FILE
 7/1/16 - 6/30/17

0%

PATROL OFFICER			
Munis	Contract	Annual	Hourly
Step 1	Step 1	\$46,379.16	\$22.30
Step 2	Step 2	\$47,306.73	\$22.74
Step 3	Step 3	\$49,492.39	\$23.79
Step 4	Step 4	\$53,485.73	\$25.71
Step 5	Step 5	\$60,370.10	\$29.02
Step 6	Step 5	\$60,370.10	\$29.02
Step 7	Step 5	\$60,370.10	\$29.02
Step 8	Step 6	\$62,682.08	\$30.14
CORPORAL*			
Munis	Contract	Annual	Hourly
Step 1	Step 1	\$67,097.23	\$32.26
SENIOR CORPORAL*			
Munis	Contract	Annual	Hourly
Step 1	Step 1	\$70,659.39	\$33.97
Step 2	Step 1	\$70,659.39	\$33.97
Step 3	Step 1	\$70,659.39	\$33.97
MASTER CORPORAL			
(Movement to this position occurs after 3 years as Senior Corporal)			
Munis	Contract	Annual	Hourly
Step 1	Step 1	\$73,914.58	\$35.25
Step 2	Step 1	\$73,914.58	\$35.25
Step 3	Step 2	\$74,414.29	\$35.78
Step 4	Step 2	\$74,414.29	\$35.78
Step 5	Step 4	\$75,530.51	\$36.31
Step 6	Step 4	\$75,530.51	\$36.31
Step 7	Step 6	\$76,663.46	\$36.86
SERGEANT+			
Munis	Contract	Annual	Hourly
Step 1	Step 1	\$77,930.55	\$37.47
MASTER SERGEANT*			
Munis	Contract	Annual	Hourly
Step 1	Step 1	\$81,528.24	\$39.20
Step 2	Step 1	\$81,528.24	\$39.20
Step 3	Step 2	\$82,751.18	\$39.78
Step 4	Step 2	\$82,751.18	\$39.78
Step 5	Step 4	\$83,992.44	\$40.38
Step 6	Step 4	\$83,992.44	\$40.38
Step 7	Step 6	\$85,252.33	\$40.99
LIEUTENANT+			
Munis	Contract	Annual	Hourly
Step 1	Step 1	\$85,285.13	\$41.00
Step 2	Step 1	\$85,285.13	\$41.00
SENIOR LIEUTENANT			
Munis	Contract	Annual	Hourly
(Movement to this position occurs after 2 years as a Lieutenant)			
Step 1	Step 1	\$88,247.16	\$42.43
Step 2	Step 1	\$88,247.16	\$42.43
Step 3	Step 2	\$89,570.88	\$43.06
Step 4	Step 2	\$89,570.88	\$43.06
Step 5	Step 4	\$90,914.43	\$43.71
Step 6	Step 4	\$90,914.43	\$43.71
Step 7	Step 6	\$92,278.15	\$44.36

NOTE:

Movement through steps is on an annual basis

* Indicates a Career Development Position

+ Indicates a Promotional Position

**WAGES AND SALARIES
FRATERNAL ORDER OF POLICE/RANK & FILE**

7/1/17 - 12/31/17

2%

PATROL OFFICER			
Munis	Contract	Annual	Hourly
Step 1	Step 1	\$47,306.74	\$22.74
Step 2	Step 2	\$48,252.85	\$23.20
Step 3	Step 3	\$50,482.24	\$24.27
Step 4	Step 4	\$54,555.44	\$26.23
Step 5	Step 5	\$61,577.50	\$29.60
Step 6	Step 5	\$61,577.50	\$29.60
Step 7	Step 5	\$61,577.50	\$29.60
Step 8	Step 6	\$63,935.72	\$30.74
CORPORAL*			
Munis	Contract	Annual	Hourly
Step 1	Step 1	\$68,439.17	\$32.90
SENIOR CORPORAL*			
Munis	Contract	Annual	Hourly
Step 1	Step 1	\$72,072.58	\$34.65
Step 2	Step 1	\$72,072.58	\$34.65
Step 3	Step 1	\$72,072.58	\$34.65
MASTER CORPORAL			
(Movement to this position occurs after 3 years as Senior Corporal)			
Munis	Contract	Annual	Hourly
Step 1	Step 1	\$74,780.87	\$35.95
Step 2	Step 1	\$74,780.87	\$35.95
Step 3	Step 2	\$75,902.58	\$36.49
Step 4	Step 2	\$75,902.58	\$36.49
Step 5	Step 4	\$77,041.12	\$37.04
Step 6	Step 4	\$77,041.12	\$37.04
Step 7	Step 6	\$78,196.73	\$37.59
SERGEANT+			
Munis	Contract	Annual	Hourly
Step 1	Step 1	\$79,489.16	\$38.22
MASTER SERGEANT*			
Munis	Contract	Annual	Hourly
Step 1	Step 1	\$83,158.80	\$39.98
Step 2	Step 1	\$83,158.80	\$39.98
Step 3	Step 2	\$84,406.20	\$40.58
Step 4	Step 2	\$84,406.20	\$40.58
Step 5	Step 4	\$85,672.29	\$41.19
Step 6	Step 4	\$85,672.29	\$41.19
Step 7	Step 5	\$86,957.38	\$41.81
LIEUTENANT+			
Munis	Contract	Annual	Hourly
Step 1	Step 1	\$86,990.83	\$41.82
Step 2	Step 1	\$86,990.83	\$41.82
SENIOR LIEUTENANT			
Munis	Contract	Annual	Hourly
(Movement to this position occurs after 2 years as a Lieutenant)			
Step 1	Step 1	\$90,012.10	\$43.28
Step 2	Step 1	\$90,012.10	\$43.28
Step 3	Step 2	\$91,362.30	\$43.92
Step 4	Step 2	\$91,362.30	\$43.92
Step 5	Step 4	\$92,732.72	\$44.58
Step 6	Step 4	\$92,732.72	\$44.58
Step 7	Step 6	\$94,123.71	\$45.25

NOTE:

Movement through steps is on an annual basis

* Indicates a Career Development Position

+ Indicates a Promotional Position

**WAGES AND SALARIES
FRATERNAL ORDER OF POLICE/RANK & FILE
1/1/18 - 6/30/18**

1.53846% (4 Shooting Days)

PATROL OFFICER			
Munis	Contract	Annual	Hourly
Step 1	Step 1	\$48,034.54	\$23.09
Step 2	Step 2	\$48,995.22	\$23.56
Step 3	Step 3	\$51,258.89	\$24.64
Step 4	Step 4	\$55,394.76	\$26.63
Step 5	Step 5	\$62,524.85	\$30.06
Step 6	Step 5	\$62,524.85	\$30.06
Step 7	Step 5	\$62,524.85	\$30.06
Step 8	Step 6	\$64,919.35	\$31.21
CORPORAL*			
Munis	Contract	Annual	Hourly
Step 1	Step 1	\$69,492.08	\$33.41
SENIOR CORPORAL*			
Munis	Contract	Annual	Hourly
Step 1	Step 1	\$75,181.39	\$35.18
Step 2	Step 1	\$73,181.39	\$35.18
Step 3	Step 1	\$73,181.39	\$35.18
MASTER CORPORAL			
(Movement to this position occurs after 3 years as Senior Corporal)			
Munis	Contract	Annual	Hourly
Step 1	Step 1	\$75,931.35	\$36.51
Step 2	Step 1	\$75,931.35	\$36.51
Step 3	Step 2	\$77,070.31	\$37.05
Step 4	Step 2	\$77,070.31	\$37.05
Step 5	Step 4	\$78,226.37	\$37.61
Step 6	Step 4	\$78,226.37	\$37.61
Step 7	Step 6	\$79,399.75	\$38.17
SERGEANT+			
Munis	Contract	Annual	Hourly
Step 1	Step 1	\$80,712.07	\$38.80
MASTER SERGEANT*			
Munis	Contract	Annual	Hourly
Step 1	Step 1	\$84,438.17	\$40.60
Step 2	Step 1	\$84,438.17	\$40.60
Step 3	Step 2	\$85,704.76	\$41.20
Step 4	Step 2	\$85,704.76	\$41.20
Step 5	Step 4	\$86,990.32	\$41.82
Step 6	Step 4	\$86,990.32	\$41.82
Step 7	Step 6	\$88,295.18	\$42.45
LIEUTENANT+			
Munis	Contract	Annual	Hourly
Step 1	Step 1	\$88,329.15	\$42.47
Step 2	Step 1	\$88,329.15	\$42.47
SENIOR LIEUTENANT			
Munis	Contract	Annual	Hourly
(Movement to this position occurs after 2 years as a Lieutenant)			
Step 1	Step 1	\$91,396.90	\$43.94
Step 2	Step 1	\$91,396.90	\$43.94
Step 3	Step 2	\$92,767.87	\$44.60
Step 4	Step 2	\$92,767.87	\$44.60
Step 5	Step 4	\$94,159.37	\$45.27
Step 6	Step 4	\$94,159.37	\$45.27
Step 7	Step 6	\$95,571.77	\$45.95

NOTE:

Movement through steps is on an annual basis

* Indicates a Career Development Position

+ Indicates a Promotional Position

WAGES AND SALARIES
FRATERNAL ORDER OF POLICE/RANK & FILE
7/1/18 - 6/30/19

2%

PATROL OFFICER

Munis	Contract	Annual	Hourly
Step 1	Step 1	\$48,995.23	\$23.56
Step 2	Step 2	\$49,975.12	\$24.03
Step 3	Step 3	\$52,284.06	\$25.14
Step 4	Step 4	\$56,502.65	\$27.16
Step 5	Step 5	\$63,775.34	\$30.66
Step 6	Step 5	\$63,775.34	\$30.66
Step 7	Step 5	\$63,775.34	\$30.66
Step 8	Step 6	\$66,217.73	\$31.84

CORPORAL*

Munis	Contract	Annual	Hourly
Step 1	Step 1	\$70,881.93	\$34.08

SENIOR CORPORAL*

Munis	Contract	Annual	Hourly
Step 1	Step 1	\$74,645.01	\$35.89
Step 2	Step 1	\$74,645.01	\$35.89
Step 3	Step 1	\$74,645.01	\$35.89

MASTER CORPORAL

(Movement to this position occurs after 3 years as Senior Corporal)

Munis	Contract	Annual	Hourly
Step 1	Step 1	\$77,449.97	\$37.24
Step 2	Step 1	\$77,449.97	\$37.24
Step 3	Step 2	\$78,611.71	\$37.79
Step 4	Step 2	\$78,611.71	\$37.79
Step 5	Step 4	\$79,790.89	\$38.36
Step 6	Step 4	\$79,790.89	\$38.36
Step 7	Step 6	\$80,987.75	\$38.94

SERGEANT+

Munis	Contract	Annual	Hourly
Step 1	Step 1	\$82,326.31	\$39.58

MASTER SERGEANT*

Munis	Contract	Annual	Hourly
Step 1	Step 1	\$86,126.93	\$41.41
Step 2	Step 1	\$86,126.93	\$41.41
Step 3	Step 2	\$87,418.85	\$42.03
Step 4	Step 2	\$87,418.85	\$42.03
Step 5	Step 4	\$88,730.13	\$42.66
Step 6	Step 4	\$88,730.13	\$42.66
Step 7	Step 6	\$90,061.08	\$43.30

LIEUTENANT+

Munis	Contract	Annual	Hourly
Step 1	Step 1	\$90,095.73	\$43.32
Step 2	Step 1	\$90,095.73	\$43.32

SENIOR LIEUTENANT

(Movement to this position occurs after 2 years as a Lieutenant)

Munis	Contract	Annual	Hourly
Step 1	Step 1	\$93,224.84	\$44.82
Step 2	Step 1	\$93,224.84	\$44.82
Step 3	Step 2	\$94,623.23	\$45.49
Step 4	Step 2	\$94,623.23	\$45.49
Step 5	Step 4	\$96,042.56	\$46.17
Step 6	Step 4	\$96,042.56	\$46.17
Step 7	Step 6	\$97,483.20	\$46.87

NOTE:

Movement through steps is on an annual basis

* Indicates a Career Development Position

+ Indicates a Promotional Position

**WAGES AND SALARIES
FRATERNAL ORDER OF POLICE/RANK & FILE
7/1/18 - 6/30/19**

5% Shift Diff on top of 2% COLA

PATROL OFFICER

Munis	Contract	Annual	Hourly
Step 1	Step 1	\$51,444.99	\$24.73
Step 2	Step 2	\$52,473.88	\$25.73
Step 3	Step 3	\$54,898.27	\$26.39
Step 4	Step 4	\$59,327.79	\$28.52
Step 5	Step 5	\$66,964.11	\$32.19
Step 6	Step 5	\$66,964.11	\$32.19
Step 7	Step 5	\$66,964.11	\$32.19
Step 8	Step 6	\$69,793.49	\$33.55

CORPORAL*

Munis	Contract	Annual	Hourly
Step 1	Step 1	\$74,426.02	\$35.78

SENIOR CORPORAL*

Munis	Contract	Annual	Hourly
Step 1	Step 1	\$78,377.26	\$37.68
Step 2	Step 1	\$78,377.26	\$37.68
Step 3	Step 1	\$78,377.26	\$37.68

MASTER CORPORAL:

(Movement to this position occurs after 3 years as Senior Corporal)

Munis	Contract	Annual	Hourly
Step 1	Step 1	\$81,322.47	\$39.10
Step 2	Step 1	\$81,322.47	\$39.10
Step 3	Step 2	\$82,542.30	\$39.68
Step 4	Step 2	\$82,542.30	\$39.68
Step 5	Step 4	\$83,780.44	\$40.28
Step 6	Step 4	\$83,780.44	\$40.28
Step 7	Step 6	\$85,037.14	\$40.88

SERGEANT+

Munis	Contract	Annual	Hourly
Step 1	Step 1	\$86,442.63	\$41.56

MASTER SERGEANT*

Munis	Contract	Annual	Hourly
Step 1	Step 1	\$90,433.28	\$43.48
Step 2	Step 1	\$90,433.28	\$43.48
Step 3	Step 2	\$91,789.80	\$44.13
Step 4	Step 2	\$91,789.80	\$44.13
Step 5	Step 4	\$93,166.64	\$44.79
Step 6	Step 4	\$93,166.64	\$44.79
Step 7	Step 5	\$94,564.14	\$45.46

LIEUTENANT+

Munis	Contract	Annual	Hourly
Step 1	Step 1	\$94,600.52	\$45.48
Step 2	Step 1	\$94,600.52	\$45.48

SENIOR LIEUTENANT

(Movement to this position occurs after 2 years as a Lieutenant)

Munis	Contract	Annual	Hourly
Step 1	Step 1	\$97,886.08	\$47.06
Step 2	Step 1	\$97,886.08	\$47.06
Step 3	Step 2	\$99,354.39	\$47.77
Step 4	Step 2	\$99,354.39	\$47.77
Step 5	Step 4	\$100,844.69	\$48.48
Step 6	Step 4	\$100,844.69	\$48.48
Step 7	Step 6	\$102,357.36	\$49.21

NOTE:

Movement through steps is on an annual basis

* Indicates a Career Development Position

+ Indicates a Promotional Position

**WAGES AND SALARIES
FRATERNAL ORDER OF POLICE/RANK & FILE**

7/1/19 - 6/30/20

2%

PATROL OFFICER

Munis	Contract	Annual	Hourly
Step 1	Step 1	\$52,473.89	\$25.23
Step 2	Step 2	\$53,523.35	\$25.73
Step 3	Step 3	\$55,996.23	\$26.92
Step 4	Step 4	\$60,514.34	\$28.09
Step 5	Step 5	\$68,303.39	\$32.84
Step 6	Step 5	\$68,303.39	\$32.84
Step 7	Step 5	\$68,303.39	\$32.84
Step 8	Step 6	\$71,189.36	\$34.23

CORPORAL*

Munis	Contract	Annual	Hourly
Step 1	Step 1	\$75,914.54	\$36.50

SENIOR CORPORAL*

Munis	Contract	Annual	Hourly
Step 1	Step 1	\$79,944.81	\$38.44
Step 2	Step 1	\$79,944.81	\$38.44
Step 3	Step 1	\$79,944.81	\$38.44

MASTER CORPORAL

(Movement to this position occurs after 3 years as Senior Corporal)

Munis	Contract	Annual	Hourly
Step 1	Step 1	\$82,948.92	\$39.88
Step 2	Step 1	\$82,948.92	\$39.88
Step 3	Step 2	\$84,193.14	\$40.48
Step 4	Step 2	\$84,193.14	\$40.48
Step 5	Step 4	\$85,456.05	\$41.08
Step 6	Step 4	\$85,456.05	\$41.08
Step 7	Step 6	\$86,737.88	\$41.70

SERGEANT+

Munis	Contract	Annual	Hourly
Step 1	Step 1	\$88,171.48	\$42.39

MASTER SERGEANT*

Munis	Contract	Annual	Hourly
Step 1	Step 1	\$92,241.95	\$44.35
Step 2	Step 1	\$92,241.95	\$44.35
Step 3	Step 2	\$93,625.59	\$45.01
Step 4	Step 2	\$93,625.59	\$45.01
Step 5	Step 4	\$95,029.97	\$45.69
Step 6	Step 4	\$95,029.97	\$45.69
Step 7	Step 6	\$96,455.42	\$46.37

LIEUTENANT+

Munis	Contract	Annual	Hourly
Step 1	Step 1	\$96,492.53	\$46.39
Step 2	Step 1	\$96,492.53	\$46.39

SENIOR LIEUTENANT

(Movement to this position occurs after 2 years as a Lieutenant)

Munis	Contract	Annual	Hourly
Step 1	Step 1	\$99,843.81	\$48.00
Step 2	Step 1	\$99,843.81	\$48.00
Step 3	Step 2	\$101,341.48	\$48.72
Step 4	Step 2	\$101,341.48	\$48.72
Step 5	Step 4	\$102,861.58	\$49.45
Step 6	Step 4	\$102,861.58	\$49.45
Step 7	Step 6	\$104,404.51	\$50.19

NOTE:

Movement through steps is on an annual basis

*Indicates a Career Development Position

+Indicates a Promotional Position

Section 18.2. For the purpose of calculating movement from Step 1 to Step 2 for Patrol Officers as shown in Subsection 18.1, commencing July 1, 1999, Patrol Officers shall remain in Step 1 the first twelve (12) months of employment as a Patrol Officer, inclusive of the probation period. Thereafter, Patrol Officers shall advance one step annually.

Section 18.3. The salaries outlined in Section 18.1 above reflect the following percentage increases:

Salaries effective July 1, 2017 reflect a general increase of 0%.

Salaries effective July 1, 2018 reflect a general increase of 2 %.

Salaries effective January 1, 2018, reflect a general increase of 1.53846 in lieu of shooting days.

Salaries effective July 1, 2018 reflect a general increase of 2%.

Salaries effective July 1, 2018 reflect a general increase of 5%, in lieu of shift differential.

Salaries effective July 1, 2019 reflect a general increase of 2%.

The salary increase for FY 18 shall be retroactive to July 1, 2017. The salary increase for FY 18 will be used to calculate retroactivity pay for salary and any other salary-related compensation such as overtime, shift differential, etc.

ARTICLE 19 HOURS OF WORK

Section 19.1. Work Schedule. The Chief of Police will be authorized to change the permanent work schedule of the divisions of the Police Department, including the Uniform Services Division, upon seventy-five (75) calendar days written notice, for the efficient utilization of manpower. However, no regular shift will: (a) violate any term of the Fair Labor Standards Act; (b) the regular shift hours will not exceed 2,080 hours per year; (c) nor 195 hour per thirty (30) day period.

There will be no regular shift providing for any more than five (5) consecutive days of assigned regular duty (to be followed by at least 48 hours off), exclusive of overtime.

The Department will not create additional prohibitions to vacation utilization during summer months than as applies to the entire year.

There will be no altering of permanent shift times for some but not all shifts or portions of shifts assigned to the Uniform Services Division other than for operational needs as determined by the Chief.

Section 19.2. Overtime. Overtime shall be compensated on the basis of one and one-half times straight time pay for work in excess of the employee's regular shift. However, should there be a total recall of the police force in order to address an emergency situation, the employees shall be paid straight time for the first eight hours worked during the calendar day in

the emergency situation. If an employee works longer than eight hours in any one day during an emergency situation, the employee shall be compensated on the basis of one and one-half times straight pay for the hours worked in excess of eight hours.

Section 19.3. Court Time. When a member of the Police Department is required to appear in court on a day when he is scheduled to work other than his regular shift, he will receive compensation for court time which will be paid at a maximum of two (2) hours at straight-time rates. If a member of the Police Department is required to appear in court on a day which he is scheduled to be off from work, he will receive court time at a maximum of four (4) hours at straight-time rates.

Section 19.4. Shift Differential.

Uniform Services Division and Special Operations Division

1800 to 0800 hours 11%

Criminal Investigations Division and Drug and Organized Crime and Vice Divisions

1600 to 0600 hours 10%

To be eligible for such shift premium pay, the officer must work a minimum of two (2) hours of straight time during the hours designated above.

Effective July 1, 2018, shift differential shall be eliminated and five percent (5%) shall be added to the salaries set forth in Section 18.1.

Section 19.5. Court Appearance. When a Police Officer is required to appear in court after working a regular midnight shift (beginning after 2100 hours), the officer will be guaranteed a minimum of two (2) hours court time at straight time pay and up to a maximum of four (4) hours straight time pay for any additional hours above two (2).

Section 19.6. Special Duty Pay. Up to 16 members of the City's "Swat" team shall receive, semi-annually, \$30 per month special duty pay.

Section 19.7. Shooting Days. Effective July 1, 2013, officers who successfully qualify with their service weapon will receive six (6) shooting days per year. Shooting days may be carried over to the following year, if an officer is denied a shooting days due to operational need. An officer may cash out one (1) shooting day at the rate of an eight hour day at the straight time rate each calendar year.

Effective January 1, 2015, and every January 1 thereafter, officers working in patrol who successfully qualify with their service weapon will receive eight (8) shooting days per year. Shooting days may be carried over to the following year, if an officer is denied a shooting days due to operational need. An officer working in patrol may cash out two (2) shooting days at the rate of an eight hour day at the straight time rate each calendar year.

Effective January 1, 2018, all officers working in patrol who successfully qualify with their service weapon will receive four (4) shooting days per year. Shooting days may be carried over to the following year, if an officer is denied a shooting days due to operational need. An officer working in patrol may cash out two (2) shooting days at the rate of an eight hour day at the straight time rate each calendar year.

Section 19.8. Flashlight. Sworn personnel will be provided a flashlight, at the Employer's expense, no later than September 30, 1994.

Section 19.9. Compensatory Time.

The terms and conditions set forth hereinafter apply as to the accumulation and use of compensatory time:

(a) Comp Time Redemption – Each officer will be limited to the redemption of 440 hours within a rolling 12-month period;

(b) Excluded from the individual officer's limitation is a "hardship" exception based on financial, medical, and/or economical needs (hardship to be determined on a case-by-case basis and upon criteria to be mutually acceptable to FOP No. 1 and the City;

(c) All accumulated compensatory time shall be redeemed upon promotion to Sergeant and Lieutenant. Payment shall be at the pre-promotion rate and occur within thirty (30) calendar days of the promotion;

(d) No officer shall accumulate more than 440 hours of compensatory time;

(e) All compensatory time in excess of 100 hours shall be redeemed upon elevation to Corporal, Master Corporal, Senior Corporal, Master Sergeant, and Senior Lieutenant (formerly Lieutenant, Step 2). Payment shall be at the pre-elevation rate and occur within thirty (30) calendar days of the existing January 1 or July 1 Career Development implementation dates; and

(f) The Police Department will, hereinafter, furnish the Department of Human Resources and Finance with monthly reports as to accumulated, compensatory time on a per officer basis so that the above terms and conditions may better be monitored and enforced.

**ARTICLE 20
ORDINANCES AND STATUTES**

Section 20.1. In the event any ordinances or statutes relating to the members of the Police Department provide or set forth benefits or terms in excess of or more advantageous than the benefits or terms of this Agreement, the provisions of such ordinances or statute shall prevail. In the event this Agreement provides or sets forth benefits or terms in excess of or more advantageous than those provided or set forth in any such ordinance or statute, the provisions of this Agreement shall prevail.

**ARTICLE 21
ALTERATION OF AGREEMENT**

Section 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 Employer and in no case shall it be binding upon the parties hereto unless Agreement is made and executed in writing between the parties hereto and same has been ratified by the Lodge.

Section 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.

Section 21.3. It is understood and agreed that if any part of this Agreement is in conflict with mandatory Federal or State Laws, or mandatory provisions of the City Charter approved by the voters, 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
DURATION OF AGREEMENT**

Section 22.1. Except as provided for in specific articles, this Agreement shall be effective as of July 1, 2016, and shall remain in full force and effect until June 30, 2020.

Section 22.2. If either party gives notice requesting changes to this agreement, the parties will endeavor to promptly begin negotiations.

**ARTICLE 23
NON-DISCRIMINATION**

Section 23.1. The Employer will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of membership in, or legitimate activity as required in this Agreement on behalf of the members of this bargaining unit, nor will the Employer encourage membership in another Lodge.

Section 23.2. The Lodge recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

Section 23.3. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Lodge shall share equally with the Employer the responsibility for applying this provision of the Agreement.

**ARTICLE 24
BULLETIN BOARDS**

Section 24.1. The Employer agrees to provide reasonable bulletin board space labeled with the Lodge's name where notices of official Lodge matters may be posted by the Lodge.

**ARTICLE 25
NON STRIKE CLAUSE**

Section 25.1. The Lodge agrees that there shall be no strike, picketing, sit-down, slow-down, willful absence from assigned duty or the abstinence in whole or in part from full, faithful and proper performance of the duties of employment during the life of this Agreement.

Section 25.2. In the event the prohibited activities listed in Section 25.1 of this article do occur, the Lodge's officers and agents shall promptly and publicly disavow such prohibited activity and order their members to return to work. The Lodge will notify the Employer within twenty-four (24) hours after the commencement of such prohibited activities listed in Section 25.1, what measures it has taken to comply with the provisions of this article.

**ARTICLE 26
CAREER DEVELOPMENT PROGRAM**

Section 26.1. The Wilmington Police Department, in an effort to provide opportunities for individual growth and development at all levels of the police force, adopts this program to develop the new ranks of corporal, senior corporal, and master sergeant within the Career Development Program.

Section 26.2. Any officer seeking to enter the Career Development Program will be evaluated by the Career Development Committee, which will consist of the Commanding Officer of the Human Resources Division, the City Human Resources Director or designee, an at-large member to be chosen by the Employer with the input of the Lodge, and the Lodge President or designee. The Lodge President seat will be an advisory position, and will not carry a committee voting privilege.

Section 26.3. Officers within the corporal level must remain in that level for three (3) years before they are eligible for entry to the senior corporal level. There will not be any direct entry to senior corporal level.

**ARTICLE 27
COMPREHENSIVE SUBSTANCE ABUSE PROGRAM**

Section 27.1. The Wilmington Police Department, in an effort to preserve and protect the integrity of the Department and its personnel, adopts this Comprehensive Substance Abuse Program (the "Program") to establish a reasonable and uniform means to deter unauthorized drug use by its employees.

The Program consists of components for pre-employment testing, random sampling, fitness for duty testing, disciplinary on-demand testing, on-demand testing for drug control units, and an employee-employer-mandated treatment program.

Positive test results shall be a violation of this Program and subject to discipline as outlined in WPD Directives.

Refusal to submit to required drug or alcohol screening shall be a violation of this program, punishable by dismissal.

The classifications of punishment for violation of this Program shall be governed by WPD Directive 6.43. Any subsequent violation of WPD Directive 6.43 that falls within the reckoning period shall be treated as a similar offense pursuant to WPD Directive 8.2.

Section 27.2. Drug Related Testing

A urine sample and/or other methods generally deemed scientifically reliable and admissible into evidence by Delaware Courts shall be utilized for all drug related testing. All samples shall be tested for non-acceptable levels of all substances listed within the Uniform Controlled Substances Act, Title 16, Delaware Code.

There shall be a confirmation test for all positive primary readings. All samples shall be analyzed by an authorized private laboratory.

All positive confirmation samples shall be retained for a period of six months after notice of test results, for availability of independent testing by the affected officer. Failure to retain said sample by the Employer shall result in inadmissibility of said test results at the affected officer's Complaint Hearing Board.

Section 27.3. Alcohol Related Testing

A breath alcohol analysis sample shall be utilized for all alcohol related testing. A properly calibrated and certified instrument shall be utilized for determination of blood alcohol concentration ("BAC"). All breath alcohol testing shall be administered by a certified operator.

On duty BAC of eight-one hundredths of 1% (.08 %) or greater shall result in punishment at a Class A level. On duty BAC of less than eight-one hundredths of 1% (.08%) shall result in punishment at a level of Class B or lower.

ARTICLE 28 GENERAL SAVINGS CLAUSE

Section 28.1. Any proposal submitted by the Lodge, if granted, may not be put into effect because of applicable legislation, Executive Orders or Regulations dealing with Wage and Price Stabilization, then such proposals, or any part thereof, including any retroactive requirement approved by the Pay Board shall become effective at such time, in such amounts, and for such periods as will be permitted by law at any time during the life of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of _____, A.D. _____

FOR THE EMPLOYER:

FOR THE FRATERNAL ORDER OF POLICE
LODGE NO. 1:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

1ST ASSISTANT CITY SOLICITOR

**APPENDIX A
BENEFITS SUMMARY – POINT OF SERVICES**

CITY OF WILMINGTON

Active FOP Lodge # Rank and File Employees Medical Plan Rates-Effective 07/01/2017

HIGHMARK BCBS MEDICAL PLAN SUMMARY

Service	PPO I Plan		**PPO II Plan		**EPO Plan
	In Network	Out-of-Network	In Network	Out-of-Network	In Network
Deductibles					
Employee Only	None	\$300**	None	\$300**	\$ 500**
Employee + One		\$600**		\$600**	\$1,000**
Employee + Family		\$900**		\$900**	\$1,500**
Co-insurance Limits					
Employee Only	None	\$1,500**	\$500*	\$1,500**	None
Employee +One		\$3,000**	\$1,000*	\$3,000**	
Family		\$4,500**	\$1,500*	\$4,500**	
Lifetime maximums	UNLIMITED				
Preventive					
Annual Exams	100%	Not covered	100%	Not covered	100%
Annual GYN Exam	100%	Not covered	100%	Not covered	100%
Mammogram	100%	80%*	100%	70%*	100%
Colonoscopy	100%	80%*	100%	70%*	100%
Pap Smear	100%	80%*	100%	70%*	100%
Well-child Care	100%	Not covered	100%	Not covered	100%
Immunizations	100%	80%*	100%	70%*	100%
Vision Exams	100%	Not covered	100%	Not covered	100%
Hearing Exams	100% (PCP office)	Not Covered	100% (PCP office)	Not Covered	100% (PCP office)
Prostate Screening	100%	80%*	100%	70%*	100%
Illness or Injury					
Primary Doctor	\$5 co-pay	80%*	\$10 co-pay	70%*	\$30 co-pay
Specialist/Referral	\$10 co-pay	80%*	\$20 co-pay	70%*	\$30 co-pay
Laboratory Services	100%	80%*	100%	70%*	100%*
Imaging	100%	80%*	90%	70%*	100%*
Chiropractic	100%	80%*	90%	70%*	100%*
In The Hospital					
Room and Board	100%	80%*	90%	70%*	100%*
Physician & Surgeon	100%	80%*	90%	70%*	100%*
Other Services	100%	80%*	90%	70%*	100%*
Surgery – Outpatient	100%	80%*	90%	70%*	100%*
Maternity	100%	80%*	90%	70%*	100%*
Emergency					
Physician's Office	\$5 co-pay	80%*	\$10 co-pay	70%*	\$30 co-pay
Medical Aid Units	\$5 co-pay	80%*	\$22 co-pay	70%*	\$30 co-pay
Hospital	\$50 co-pay (waived if admitted)	\$50 co-pay (waived if admitted)	\$50 co-pay (waived if admitted)	\$50 co-pay (waived if admitted)	\$50 co-pay (waived if admitted)
Mental Health & Substance Abuse					
Inpatient	100%	80%*	90%	70%*	100%*
Office Visits	\$5 co-pay	80%*	\$10 co-pay	70%*	\$30 co-pay
Prescription Drugs (Mandatory Generic)	\$10/\$20/\$35 for a 30 day supply				
Retail	\$20/\$40/\$70 for a 90 day supply				
Mail Order					
Employee H-Wkly Cost (26)					
Employee Only	\$ 24.57		\$ 15.60, HRA \$250**		\$ 10.44 HRA \$250**
Employee + One	\$ 44.51		\$ 27.38 HRA \$500**		\$ 19.06 HRA \$500**
Employee + Family	\$ 65.64		\$ 41.89 HRA \$750**		\$ 28.16 HRA \$750**

* Percentage paid after deductible.

**Co-Insurance / Deductibles – Out-of-Network (PPO I and PPO II) ; Network Deductible (EPO)

***Includes HRA=Employer Paid Health Reimbursement Account

FY'18 (FOPR)

CITY OF WILMINGTON

Active FOP Lodge # Rank and File Employees Medical Plan Rates-Effective 07/01/2018

HIGHMARK BCBS MEDICAL PLAN SUMMARY

Service	PPO I Plan		**PPO II Plan		**EPO Plan	
	Closed to New Hires 01/01/18		In Network	Out-of-Network	In Network	
	In Network	Out-of-Network				Out-of-Network
Deductibles						
Employee Only	None	\$300**	None	\$300**	\$ 500**	
Employee + One		\$600**		\$600**	\$1,000**	
Employee + Family		\$900**		\$900**	\$1,500**	
Co-insurance Limits						
Employee Only	None	\$1,500**	\$500*	\$1,500**	None	
Employee +One		\$3,000**	\$1,000*	\$3,000**		
Family		\$4,500**	\$1,500*	\$4,500**		
Lifetime maximums	UNLIMITED					
Preventive						
Annual Exams	100%	Not covered	100%	Not covered	100%	
Annual GYN Exam	100%	Not covered	100%	Not covered	100%	
Mammogram	100%	80%*	100%	70%*	100%	
Colonoscopy	100%	80%*	100%	70%*	100%	
Pap Smear	100%	80%*	100%	70%*	100%	
Well-child Care	100%	Not covered	100%	Not covered	100%	
Immunizations	100%	80%*	100%	70%*	100%	
Vision Exams	100%	Not covered	100%	Not covered	100%	
Hearing Exams	100%PCP Office	Not Covered	100% PCP Office	Not Covered	100% PCP Office	
Prostate Screening	100%	80%*	100%	70%*	100%	
Illness or Injury						
Primary Doctor	\$5 co-pay	80%*	\$10 co-pay	70%*	\$30 co-pay	
Specialist/Referral	\$10 co-pay	80%*	\$20 co-pay	70%*	\$30 co-pay	
Laboratory Services	100%	80%*	100%	70%*	100%*	
Imaging	100%	80%*	90%	70%*	100%*	
Chiropractic	100%	80%*	90%	70%*	100%*	
In The Hospital						
Room and Board	100%	80%*	90%	70%*	100%*	
Physician & Surgeon	100%	80%*	90%	70%*	100%*	
Other Services	100%	80%*	90%	70%*	100%*	
Surgery – Outpatient	100%	80%*	90%	70%*	100%*	
Maternity	100%	80%*	90%	70%*	100%*	
Emergency						
Physician's Office	\$5 co-pay	80%*	\$10 co-pay	70%*	\$30 co-pay	
Medical Aid Units	\$5 co-pay	80%*	\$22 co-pay	70%*	\$30 co-pay	
Hospital	\$150 co-pay (waived if admitted)	\$150 co-pay (waived if admitted)	\$150 co-pay (waived if admitted)	\$150 co-pay(waived if admitted)	\$150 co-pay (waived if admitted)	
Mental Health & Substance Abuse						
Inpatient	100%	80%*	90%	70%*	100%*	
Office Visits	\$5 co-pay	80%*	\$10 co-pay	70%*	\$30 co-pay	
Prescription-(Mandatory Generic)	\$10/\$20/\$35 for a 30 day supply					
Retail	\$20/\$40/\$70 for a 90 day supply					
Mail Order						
Employee- Bl Wkly Cost (25)	10% Share	12% Share	10% Share***	12% Share***	10% Share***	12% Share***
Employee Only	\$49.44	\$59.33	\$37.77 HRA \$250	\$ 45.33-HRA\$250	\$31.68-HRA- \$250	\$38.02-HRA \$250
Employee + One	\$89.98	\$107.98	\$69.14 HRA \$500	\$82.97-HRA\$500	\$58.25-HRA-\$500	\$69.90-HRA \$500
Employee + Family	\$132.10	\$158.51	\$101.47 HRA\$750	\$121.76-HRA\$750	\$85.46-HRA-\$750	\$102.55-HRA \$750

* Percentage paid after deductible.
 ** Co-Insurance / Deductibles – Out-of-Network (PPO I and PPO II) ; Network Deductible (EPO)
 ***Includes HRA=Employer Paid Health Reimbursement Account
 NOTE: 10% SHARE BASED ON PHYSICIAN ENGAGEMENT WITH ANNUAL PHYSICAL AND AGE/GENDER SPECIFIC LAB SCREENINGS

FY'19 (FOPR)

CITY OF WILMINGTON

Active FOP Lodge # Rank and File Employees Medical Plan Rates-Effective 07/01/2019

HIGHMARK BCBS MEDICAL PLAN SUMMARY

Service	PPO I Plan Closed to New Hires 01/01/18		**PPO II Plan		**EPO Plan	
	In Network	Out-of-Network	In Network	Out-of-Network	In Network	
Deductibles						
Employee Only	None	\$300**	None	\$300**	\$ 500**	
Employee + One		\$600**		\$600**	\$1,000**	
Employee + Family		\$900**		\$900**	\$1,500**	
Co-insurance Limits						
Employee Only	None	\$1,500**	\$500*	\$1,500**	None	
Employee +One		\$3,000**	\$1,000*	\$3,000**		
Family		\$4,500**	\$1,500*	\$4,500**		
Lifetime maximums	UNLIMITED					
Preventive						
Annual Exams	100%	Not covered	100%	Not covered	100%	
Annual GYN Exam	100%	Not covered	100%	Not covered	100%	
Mammogram	100%	80%*	100%	70%*	100%	
Colonoscopy	100%	80%*	100%	70%*	100%	
Pap Smear	100%	80%*	100%	70%*	100%	
Well-child Care	100%	Not covered	100%	Not covered	100%	
Immunizations	100%	80%*	100%	70%*	100%	
Vision Exams	100%	Not covered	100%	Not covered	100%	
Hearing Exams	100% (PCP office)	Not Covered	100% (PCP office)	Not Covered	100% (PCP office)	
Prostate Screening	100%	80%*	100%	70%*	100%	
Illness or Injury						
Primary Doctor	\$5 co-pay	80%*	\$10 co-pay	70%*	\$30 co-pay	
Specialist/Referral	\$10 co-pay	80%*	\$20 co-pay	70%*	\$30 co-pay	
Laboratory Services	100%	80%*	100%	70%*	100%*	
Imaging	100%	80%*	90%	70%*	100%*	
Chiropractic	100%	80%*	90%	70%*	100%*	
In The Hospital						
Room and Board	100%	80%*	90%	70%*	100%*	
Physician & Surgeon	100%	80%*	90%	70%*	100%*	
Other Services	100%	80%*	90%	70%*	100%*	
Surgery – Outpatient	100%	80%*	90%	70%*	100%*	
Maternity	100%	80%*	90%	70%*	100%*	
Emergency						
Physician's Office	\$5 co-pay	80%*	\$10 co-pay	70%*	\$30 co-pay	
Medical Aid Units	\$5 co-pay	80%*	\$22 co-pay	70%*	\$30 co-pay	
Hospital	\$150 co-pay (waived if admitted)	\$150 co-pay (waived if admitted)	\$150 co-pay (waived if admitted)	\$150 co-pay (waived if admitted)	\$150 co-pay (waived if admitted)	
Mental Health & Substance Abuse						
Inpatient	100%	80%*	90%	70%*	100%*	
Office Visits	\$5 co-pay	80%*	\$10 co-pay	70%*	\$30 co-pay	
Prescription-(Mandatory Generic)						
Retail	\$10/\$20/\$35 for a 30 day supply					
Mail Order	\$20/\$40/\$70 for a 90 day supply					
Employee-Bi-Wkly Cost (26)	10% Share	12% Share	10% Share***	12% Share***	10% Share***	12% Share***
Employee Only	\$54.37	\$65.25	\$41.55- HRA \$250	\$49.86- HRAS250*	\$34.84- HRA- \$250	\$41.81- HRA \$250
Employee + One	\$98.97	\$118.78	\$76.05- HRAS500	\$91.26- HRAS500*	\$64.07- HRA- \$500	\$76.88- HRA \$500
Employee + Family	\$145.29	\$174.34	\$111.60- HRAS750	\$133.92- HRAS750*	\$93.99- HRA- \$750	\$112.79- HRA \$750

* Percentage paid after deductible.

**Co-Insurance / Deductibles – Out-of-Network (PPO I and PPO II) ; Network Deductible (EPO)

***Includes HRA=Employer Paid Health Reimbursement Account

NOTE: 10% SHARE BASED ON PHYSICIAN ENGAGEMENT WITH ANNUAL PHYSICAL AND AGE/GENDER SPECIFIC LAB SCREENINGS

FY'20(FOPR)

**APPENDIX A-1
DENTAL PLAN SUMMARY**

Coverage	"Current" Plan	Proposed "Traditional" Plan Option
Preventive	75% of charges	100% - no deductible
Deductible	None	Single = \$50 / Family = \$150 Basic and Major.
Basic	75% of charges	80% after deductible
Major	75% of charges	60% after deductible
Orthodontia	75% of charges up to \$2,500 per year for 3 years. Available for children and adults.	50% to lifetime maximum of \$1,000
Annual Maximum	\$2,500 per family	\$1,500 per person

Pre-tax Employee Contributions per pay for each plan:

Single	\$1.00	\$.50
Employee + 1	\$2.00	\$1.00
Family	\$3.00	\$1.50

**APPENDIX B
RESOLUTION**

WHEREAS, during the fiscal year commencing July 1, 1994, and concluding June 30, 1995, the City of Wilmington spent approximately \$2,000,000.00 for medical and related expenses attributable to work-related injuries;

WHEREAS, the City of Wilmington could have reduced this expense by approximately 25% to 30% if those work-related injuries had been treated through the City's in-network health care management system;

WHEREAS, the City of Wilmington and Wilmington Fraternal Order of Police Lodge #1 have a mutual interest in reducing the City's expenses incurred in connection with third person health care providers if that goal can be accomplished without adversely impacting upon the quality of FOP members' care and treatment;

WHEREAS, each FOP member has selected the general practice physician for his/her in-network health care coverage;

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the Board of Directors of Wilmington Fraternal Order of Police Lodge #1 that all members of Fraternal Order of Police Lodge #1 are encouraged to have any work-related injuries treated by and through the City's in-network health care coverage.

Wilmington, Delaware
December 14, 2017

#

Sponsor:

Council
Member
Walsh

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON, that the Collective Bargaining Agreement between the CITY OF WILMINGTON and the FRATERNAL ORDER OF POLICE LODGE #1 CAPTAINS AND INSPECTORS for the term of July 1, 2017 through June 30, 2020, a copy of which is attached hereto and made a part hereof, is hereby approved, and the Mayor and City Clerk are hereby authorized to execute as many copies of said Agreement as may be necessary.

Passed by City Council,

Attest: _____
City Clerk

Approved as to form this _____
day of December, 2017

Senior Assistant City Solicitor

SYNOPSIS: This Resolution approves the Collective Bargaining Agreement between the City of Wilmington and the Fraternal Order of Police Lodge #1 Captains and Inspectors for the term of July 1, 2017 through June 30, 2020.

Wilmington, Delaware
December 14, 2017

#XXXX

Sponsors:

Council
Members
Williams
McCoy

WHEREAS, on September 24, 2016, the Wilmington Fire Department's bravest – including Captain Christopher Leach, Lieutenant Jerry Fickes, Jr. and Lieutenant Ardythe Hope – answered the call of duty, setting aside all concerns for their own safety and rushing into a blazing house fire attempting to save the lives of others they believed to be trapped; and

WHEREAS, Captain Leach and Lieutenant Fickes were killed in the line of duty on September 24, 2016, and Lieutenant Hope, after courageously fighting for her life, ultimately succumbed to her injuries on December 1, 2016; and

WHEREAS, Firefighter Brad Speakman was seriously injured in the fire, and is still recovering; and

WHEREAS, the house destroyed by the fire has been demolished, and the lot has remained vacant; and

WHEREAS, this location is considered hallowed ground to the members of the Wilmington Fire Department and the families of those whose lives were tragically lost; and

WHEREAS, the Wilmington Professional Firefighters Union, Local 1590 is seeking to secure the property as a permanent memorial of the courageous sacrifices of its members.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON, that City Council supports efforts by the Wilmington Professional Firefighters Union, Local 1590 to preserve the property located at 1927 Lakeview Road as a permanent memorial to the fallen heroes, Captain Christopher Leach, Lieutenant Jerry Fickes, Jr., and Lieutenant Ardythe Hope, who gave their lives for the City they loved.

Passed by City Council,

Attest: _____
City Clerk

Approved as to form this _____
day of December, 2017.

Senior Assistant City Solicitor

SYNOPSIS: This Resolution supports efforts by the Wilmington Professional Firefighters Union, Local 1590 to preserve the property located at 1927 Lakeview Road as a memorial to the fallen heroes, Captain Christopher Leach, Lieutenant Jerry Fickes, Jr., and Lieutenant Ardythe Hope, who gave their lives for the City they loved.