



I. ADMINISTRATION

- A. The Fraternal Order of Police Lodge #5 represents Police Officers up to and including the rank of Lieutenant Colonel. The American Federation of State, County, and Municipal Employees Local Union 1607 represents non-sworn civilian administrative positions, The American Federation of State, County, and Municipal Employees Local Union 3109 represents non-sworn professional positions and The International Brotherhood of Electrical Workers Local Union 2270 represents the New Castle County Crossing Guards. **(24.1.1.b)**
- B. The Fraternal Order of Police Lodge #5, Local 1607, Local 3109 and Local 2270 Unions (Hereafter will be referred to as the Union or Union(s) will be the exclusive bargaining agents, for their respective unions, with respect to the following:
 - 1. Salaries.
 - 2. Rates of pay.
 - 3. Hours of employment.
 - 4. Grievance handling.
 - 5. Other conditions of employment.
- C. The bargaining committee representing New Castle County shall consist of:
 - 1. A Principal Negotiator who may:
 - a. Be a member of the New Castle County Office of Human Resources.
 - 1) Employee Relations Specialist, Human Resources Administrator, etc. or,
 - 2) An outside labor consultant. **(24.1.1.a)**

**New Castle County Division of Police
Collective Bargaining
Directive 24**

2. The Chief Human Resources Officer who shall be the County Government representative in negotiating.
3. Recorder of Minutes
 - a. The County shall have an official recorder of minutes, who documents the discussion and negotiating process.
4. Negotiations involving Senior Lieutenants and below:
 - a. The Chief of Police may appoint a member of the executive staff to represent operational and administrative matters of concern. The Chief of Police may represent the Agency in lieu of appointing an executive staff member.

D. Impasse-Resolving Procedures:

1. In the event of an impasse, as defined by law, between a Union's respective negotiation team and New Castle County Government; the respective Union's negotiation team will follow the impasse arbitration procedure (Public Employees Relations Board), within the time limitations, as defined by law. **(Title 19, Chapter 16 of the Delaware Code)**
2. The respective Union's negotiating team or counsel, for said Union, and New Castle County Government negotiators will gather information supportive of each side's position.
3. Both positions will then be presented to an arbitrator for the Public Employees Relations Board.
4. The Union(s) and the County Government will be bound by the decision of the arbitrator at the conclusion of the arbitration process.

II. PROCEDURES

- A. Prior to the actual negotiation process, the County and the respective Union(s) shall meet to determine the Ground Rules for the negotiations.
- B. The “Ground Rules” shall resolve (at a minimum):
 - 1. The size and composition of the bargaining teams.
 - 2. The compensation of Agency employees serving as official members of the bargaining teams during the bargaining process.
 - 3. The time schedules and agendas for meetings.
 - 4. The procedures governing release of information to third parties (including media) during the bargaining process.
 - 5. The method of recording the deliberations.
 - 6. The methods of introducing issues.
 - 7. The methods of resolving conflict. **(24.1.1.d)**
- C. “Good Faith Bargaining”
 - 1. The County and respective Union(s), acting in Good Faith, shall establish:
 - a. Salaries.
 - b. Hours.
 - c. Working conditions.
 - d. Pensions, as applicable by law.
 - e. Other terms of employment.
 - 2. The establishment of these bargaining areas shall be consistent with:
 - a. Availability of public funds; and,

**New Castle County Division of Police
Collective Bargaining
Directive 24**

- b. The goals and purposes of the personnel and merit system. **(24.1.1.c)**
 - 3. The County and the respective Union(s) shall make a commitment that both management and labor representatives agree to abide in both letter and spirit of the ratified labor agreement that has been signed by management and ratified by the bargaining unit. **(24.1.1.e)**
- D. The Agency shall maintain a written record of the signed agreements resulting from collective bargaining.
- 1. A copy of the signed agreements shall be maintained by the Chief of Police and the respective Union Presidents. **(24.1.2.a)**

III. CONTRACT MANAGEMENT

A. Contract Dissemination

- 1. Copies of the signed contract agreements between the individual Unions and New Castle County shall be distributed by the respective Union's board of directors to all their members.

B. Administrative Directive Amendment

- 1. The Chief of Police, or a designee thereof, shall review and amend those administrative directives necessary to ensure compliance with the agreement. **(24.1.2.b)**

C. Informing Staff

- 1. The Chief of Police, or a designee thereof, shall ensure that the staff, unit commanders, and supervisory personnel are informed of the new terms and conditions of employment brought about by the contractual agreement.
- 2. Training and discussion at staff meetings shall be used to accomplish this task. **(24.1.2.c)**