COLLECTIVE BARGAINING AGREEMENT
JULY 1, 2014 – JUNE 30, 2016

DELAWARE STATE UNIVERSITY
DOVER, DELAWARE

AND

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO

DELAWARE PUBLIC EMPLOYEES COUNCIL 81
LOCAL UNION 867
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ARTICLE I – AGREEMENT

Entered into this _____ day of ________, 2014, between Delaware State University, Dover, Delaware, hereinafter referred to as the “University” and the American Federation of State, County and Municipal Employees (AFSCME), Council 81, affiliated with AFL-CLO acting for itself and in behalf of the Local 867, hereinafter referred to as the “Union”.

It is the purpose of this Agreement to promote and to ensure harmonious relations, cooperation and understanding between the University and its employees, covered hereby, to ensure true collective bargaining and to establish proper standards of wages, hours, working conditions, and other conditions of employment in accordance with Chapter 16, Title 19, Del. C.

ARTICLE II - UNION RECOGNITION

The University recognizes the Union as the sole and exclusive bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours and other terms and conditions of employment.

a. The term “Employee” as used herein shall include all employees made part of this Bargaining Unit by virtue of the certification by the State of Delaware, Department of Labor, Division of Industrial Affairs, in the case as stated below:

    Local 867, Public Safety, Case #506 6/30/2010. Any future additions, amendments, deletions, or clarification of this bargaining unit shall be in accordance with rules and procedures of the Public Employees Relations Board (PERB).

b. “Reasonable Time” or “Reasonable Notice” shall normally be (10) working days. When “Reasonable Notice” applies to situations where the Bargaining Unit has made written requests to the University or the University has made written requests to the Bargaining Unit, the notice period shall begin upon receipt of such request.

c. New hires under this Bargaining Units must be informed by the Office of Human Resources of the existence of the Collective Bargaining Unit. Introductory material shall be provided to new employees by the Union designee during New Employee Orientation.

ARTICLE III - RIGHTS OF MANAGEMENT

The management of Delaware State University retains the right to manage and direct all Department of Public Safety personnel, including: the right to hire, assign, suspend, transfer, promote, discharge or discipline for just cause, and to maintain discipline and efficiency of its members; the right to relieve members from assignments for legitimate reasons; the right to determine the manner of operation, and to change the methods or processes, or to use new equipment; the right to establish schedules; to introduce new or improved methods of operation; and to extend, limit, or curtail its operations, is vested exclusively in the Chief of Police. The above statement of management functions shall be deemed to exclude other functions not listed herein. In no case shall the exercise of the above prerogative of management be in derogation of the terms and conditions of this Agreement or of the State Law.

For purposes of implementation of any provisions of this Agreement wherein authority is vested in the
Chief of Police, the Chief of Police may designate any member of the Department to act on behalf of the Chief of Police.

Consistent with the University’s inherit right to manage the University, it is agreed that the introduction of new equipment and processes may call for the elimination, change or consolidation of job classifications and the creation of new classifications.

If, in the opinion of the University, new jobs must be created or existing jobs changed or eliminated, it shall have the right to make such changes. Should a new job be added to the Bargaining Unit, or an existing job substantially changed, the parties agree to meet promptly to negotiate a rate for the position. The University shall not deliberately attempt to reduce the Bargaining Unit by arbitrary changes in title or by the creation of new classifications.

The Union will be furnished copies of the job descriptions for all position in the Bargaining Unit, which are incorporated herein by reference.

**ARTICLE IV - UNION RIGHTS, MEMBERSHIP AND DUES**

4.1 Union Security and Check Off

All employees in the Collective Bargaining Unit for more than thirty (30) working days who are not members of the Union shall, during any such periods of non-membership, pay a service fee equivalent to the dues uniformly required of its members as a condition of employment.

a. The Union agrees that an employee’s payment of dues shall be sufficient to constitute his or her membership insofar as this Agreement is concerned. Any termination by the Union of the Union membership of any member of this Bargaining Unit shall not be considered cause for dismissal by the University.

4.2 Deductions of the Union Dues or Service Fees

a. The University agrees to the adoption of a check-off system whereby Union dues or service fees are established by the Union and will be withheld from the Employee’s pay in equal amounts (as the frequency of the period may require). Such deductions for Union dues or service fees are to be transmitted to Council 81 of the Union not later than the 20th day of the following month.

b. The Union will notify the University thirty (30) days prior to any changes in any such dues or service fees. The term “dues” shall not be deemed to include fines, assessments, contributions or other forms of payment required from AFSCME members.

4.3 Union Stewards and Representatives

The University recognizes all of the accredited Union Stewards and Union President in all matters relating to the grievances and interpretations of the Agreement.

A written list of Union Steward and Officers shall be furnished to the Office of Human Resources immediately after their designation, and the Union shall notify the Office of Human Resources promptly of any changes.

Union Stewards, Officers and Officials shall, without loss of pay, be granted upon request, reasonable time off during working hours to investigate, settle and process grievances upon notice to and approval of their immediate supervisor. Every attempt shall be made to notify the supervisor, giving ample
notification of a meeting. Such approval will not be unreasonably withheld.

The President of the Local may appoint an alternate in the event a steward is not available due to absence from work, until the steward returns to work. The name of the substitute steward shall be submitted to the Office of Human Resources of the University. The Chief Steward may serve in the place of the steward.

4.4 **Labor Management Meetings**

Labor-management meetings may be called from time to time by either the President of the local Union or the Office of Human Resources of the University to discuss matters of mutual concern during the period of this Agreement.

The request shall be made in writing and specify the area of concern to be discussed. The meeting shall be attended by not more than three (3) representatives from the Local Union; and three (3) representatives from the University. A representative from Council 81 may attend. The University and or the union may invite a representative as needed to address the topic(s) to be discussed. Except for matters related to the terms of the Agreement, the final decision shall be made by Management after giving due consideration to the employee’s concerns expressed.

4.5 **Bulletin Boards and University Facilities**

The University agrees to provide reasonable bulletin board space where the Union may post notices of official Union matters.

4.6 **Visitation**

Officers and accredited representatives of the Union shall, upon request, be admitted to the property of the University for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for the investigation and processing of grievances.

The exclusive bargaining agent and/or Union officers/members may not distribute organizational literature or otherwise solicit University employees during working hours in areas where the actual work of employees is being performed in such a way as to hinder or interfere with the operation of the University or its various functions.

**ARTICLE V - STRIKES AND LOCKOUTS**

In accordance with Chapter 13, Title 19, Del. Code, there shall be no strikes, walkouts or stoppage of work during the life of this Agreement.

The University agrees that there shall be no lockouts during the life of this Agreement.

**ARTICLE VI - GRIEVANCE AND ARBITRATION PROCEDURES**

A grievance is an allegation of a violation of this Agreement. Such a grievance shall be acted upon in the manner described below. Time limits may be extended by mutual written consent of the parties. Items that are not a part of Article I through Article XVI of this Agreement shall not be subject to grievance procedures. If the University fails to respond to any step of the grievance process, after the prescribed time limits, the Union may submit the grievance to the next step. Employees shall have unobstructed use of the grievance procedure without fear of reprisal or prejudice.
Any employee-initiated grievance will begin with an effort to resolve the perceived violation of the Agreement informally within ten (10) working days of the event that gave rise to the grievance or knowledge of its occurrence. The employee will request a face-to-face meeting with the supervisor to discuss the problem. If the problem remains unresolved after the meeting, the employee may proceed to Step One of the formal grievance process.

The second paragraph is interpreted to require that the grievant start with the informal grievance unless the grievance is about the supervisor's personal behavior toward the grievant, as outlined in Article XIII in which case the grievance will be filed at Step One. See discrimination complaint procedure.

**Step 1:** If the issue is not resolved informally, then the matter shall be reduced to writing and submitted to the Chief within ten (10) calendar days of the occurrence of the event giving rise to the grievance. The written grievance shall state the action alleged to violate the contract, the contract provision violated, and the relief requested. The Chief or his designee shall meet with the grievant and a Union representative within ten (10) calendar days. The Chief or his designee shall respond to the grievance in writing with ten (10) calendar days.

**Step 2:** Upon receipt of the Step 1 response or the expiration of the time for receiving the Step 1 response, the grievant shall have ten (10) calendar days to appeal the response in writing to the Office of Human Resources. Upon receipt of the appeal, the designated Human Resources official shall meet with the grievant and a Union representative within fifteen (15) calendar days. He/she shall provide a written response to the appeal within ten (10)

**Step 3:** If the decision at Step 2 does not resolve the grievance, the grievance shall be reduced to writing citing the complaint, the remedy sought and the relevant Articles of the Contract. The written grievance will be submitted to the Administrator of the Division or designee within ten (10) working days. A representative from the Administration of the Division shall discuss the grievance within ten (10) working days of receipt with the aggrieved employee, the Union Steward, the President of the Local or Chairman of the Grievance Committee, and the Council 81 Representative may attend but is not required. The Administrator of the Division or designee shall respond in writing within ten (10) working days of the meeting.

**Step 3a:** In an attempt to settle grievances amicably that are unresolved, both the Union and the University can agree to mediation overseen by the FMCS. Said service shall be mutually requested in writing. Both the University and Union must agree with the mediator's recommendation in writing in order for it to be binding.

**Step 4:** Within thirty (30) calendar days of receipt of the Step 3 answer or upon the expiration of the time for receiving the Step 2 answer, the Union may appeal the matter to arbitration by sending written notification to the Office of Human Resources of its intent to proceed to arbitration. The Union shall file a written request for arbitration under the Voluntary Labor Arbitration Rules of the Federal Mediation and Conciliation Service (FMCS) in accordance with its rules for voluntary labor arbitration.

The costs of the FMCS' fees and the fees of the arbitrator shall be divided between the University and the Union. The arbitrator shall have access to all written statements and documents pertaining to the appeal. The grievant may be represented at arbitration by an AFSCME representative of their choice.

In no event shall the arbitrator have any authority to modify, amend, or alter any terms or conditions of this Agreement and the arbitrator shall be bound by any submission or stipulation jointly agreed upon by the parties. The arbitrator's decision shall be final and binding.

Failure of the grievant or Union to file an appeal within the time limits of these provisions shall
constitute a final and binding resolution of the grievance; however, the parties may mutually agree to extend the time limits herein.

A class action grievance by the Union alleging that its rights under the contract have been violated shall be filed at Step 2.
The grievant and a Union representative shall have the right to attend all Step meetings conducted herein.

ARTICLE VII - BENEFITS AND LEAVES OF ABSENCE

Leave

7.1 Bereavement Leave
Five (5) days of leave with pay will be granted when death occurs in the immediate family (mother, father, foster parents, husband, wife, (to include civil union), father-in-law, mother-in-law, sister, brother, son, daughter, grandparents, grandchildren, stepparents and stepchild and foster children. If more time is needed, accrued annual or sick (if medically justified) leave may be used for this purpose. Also includes individual’s living in the employee’s household; must provide verification.

7.2 Maternity leave
Employees requesting maternity leaves of absences are required to notify their department heads at least one (1) month prior to the date of the requested leave in order that replacements can be arranged during the time of their leave of absence. It is expected that the employee will follow the advice of a physician as to the length of time to be worked during pregnancy and furnish such information in writing to the Office of Human Resources.

A request for maternity leave carries with it the intention to return to full-time University employment when the period of disability ends. Employees taking maternity leave shall have their life insurance and their individual share of health insurance (where applicable) continued by the University in accordance with Family and Medical Leave Policy/Procedure.

Employees may request and be granted other unpaid leave if they are eligible under the Family and Medical Leave Act. Any employee that qualifies for FMLA approved unpaid leave shall have his/her life insurance and their individual share of health insurance (where applicable) continued by the University to the extent required by the Federal Family and Medical Leave Act (if accrued benefit leave is available). After that date, the employee may continue health and life insurance programs at her expense.

Employees entitled to sick leave benefits, who choose to continue their employment during pregnancy, will be entitled to sick leave benefits if they are certified by their physician as being unable to work due to their condition caused or contributed by pregnancy, miscarriage, abortion, childbirth, and recovery there from, on the same basis as other employees on maternity leave incurring non-occupational illnesses. An employee on maternity leave who resumes active University employment will return to the same or comparable position held at the time of beginning maternity leave.

7.3 Donated Leave

Purpose
The purpose of this policy is to aid employees suffering from a catastrophic illness by enabling them to draw upon sick leave donated by other employees.
Guidelines
Employees may donate sick leave and/or annual leave directly to other specified employees suffering from catastrophic illness pursuant to the terms and conditions set forth in this policy. They may also donate to a leave bank that eligible employees may draw upon.

Catastrophic Illness
Donated leave may be used by a recipient only for “catastrophic illness.” Catastrophic illness means any illness or injury to an employee that is diagnosed by a physician and certified by a physician as rendering the employee unable to work for a period greater than six calendar weeks.

Length of Service
Prior to receiving donated leave time; the requesting employee will have been employed by the University for at least (12) months.

Additional:
- Employees must have exhausted their annual and sick leave before receiving donated leave.
- Employees receiving donated leave must have medical justification for the illness.
- Employees shall receive no more than sixty (60) days of donated leave.
- The Office of Human Resources has developed the Donated Leave Request Form, Request to Make a Direct Donation Form, Request to Make a Donation to the Leave Bank Form, Authorization to Release Information for Solicitation Purposes, and Check Lists of Steps for Processing Donated Leave Form.
- The Office of Human Resources will manage the Donated Leave Program and publish a Donated Leave Users Guide for administration of the program.

7.4 Family and Medical Leave

Background – The Family and Medical Leave Act (FMLA) was enacted on February 5, 1993 as a means of balancing the demands of the workplace with the needs of families, and promoting the stability, integrity, and economic security of families in a manner that accommodates the legitimate interests of employers.

The Family and Medical Leave Act entitles an “eligible” employee to take up to 12 work weeks of leave during any 12-month period for certain family and medical reasons. FMLA maintains eligible employees’ pre-existing group health insurance coverage during periods of FMLA leave and restores most eligible employees to their same or an equivalent position at the conclusion of their FMLA leave. The following is a brief summary of the major provisions of the federal law and its State application, University Collective Agreements and Professional Employee Handbook.

1. Eligibility
To be eligible for FMLA leave, employees must have one year of aggregate Delaware State University service and have been paid for at least 1,250 hours during the prior 12 months.

Eligible employees may take up to 12 work weeks of paid or unpaid FMLA leave (continually or intermittently) during the FMLA 12-month period. The eligibility period begins on the first day of FMLA leave and runs for 365 days.
3. Reasons for Using FMLA

Leave shall be granted for any of the following reasons: to care for an employee’s child after birth, or placement for adoption or foster care; to care for an employee’s spouse, son, daughter, or parent who has a serious health condition living at home; or for a serious health condition that renders an employee unable to perform his/her job. Under certain circumstances, FMLA leave may be taken on an intermittent basis, or employees may work a part-time schedule. Such accommodations shall be made only when medically necessary or when agencies agree to a reduced leave schedule.

4. Qualifying Conditions

Specific conditions will determine what qualifies as a serious health condition. At least one of the following shall be satisfied: inpatient hospital care; absence from work or school for more than three consecutive days that involves continuing care by a health care provider; continuing treatment for a chronic serious health condition; continuing treatment for serious health condition that if not treated would result in incapacitation for more than three days; and any period of incapacitated prenatal care.

The three day waiting period does not apply for pregnancy, chronic serious health conditions, or for multiple treatments.

Common maladies like colds, flu, earaches, headaches, other than migraine, etc., are not considered to be serious health conditions. Plastic surgery after injury or removal of a cancerous growth would be considered a serious health condition. Mental illness may be a serious health condition. Cosmetic surgery is not considered a serious health condition unless in-patient hospital care is required.

Continuing treatment means treatment two or more times, or one treatment resulting in a regimen of continuing treatments under the supervision of a health care provider, or continuing supervision but not necessarily being actively treated for a severe long-term or chronic condition.

5. Definitions

To determine who is covered under FMLA, the following definitions shall apply: “spouse” means a current husband or wife as defined or recognized under Delaware law for the purposes of marriage. (Delaware does not recognize common-law marriages.) “Parent” means a biological parent or an individual who stands or stood “in loco parentis,” meaning, “in place of the parent” to the employee when the employee was a child. (This does not extend to a parent “in-law.”) “Son” or “daughter” means a biological, adoptive, step, or foster child, a legal ward, or a child of a person standing “in loco parentis” under age 18 or age 18 or older and incapable of self care because of a mental or physical disability.

6. Application

Employees on FMLA shall use available accrued annual and/or accrued sick leave in accordance with the leave policy.

An employee may be on a workers’ compensation absence due to an on-the-job injury or illness, which also qualifies as a serious health condition under FMLA. The worker’s compensation absence and FMLA leave does not run concurrently unless requested by the employee. If employees are offered a “light duty” assignment, they are permitted but not required to accept the position. Consequently, they may no longer qualify for payments from the workers’ compensation benefit, plan, but are still entitled to continue on FMLA either until the employee is able to return to the same job or until the 12-week FMLA leave entitlement is exhausted. FMLA leave taken on a part-time or intermittent basis is charged on a pro-rated basis.
Notice and Medical Certification

Employees are required to provide advanced leave notice and medical certification whenever practical. Ordinarily, 30 days advance notice shall be given when leave is “foreseeable.” Medical certification to support a request for FMLA leave is required and the University may also require second or third opinions (at the University’s expense) and “fitness-for-duty” report to return to work.

Employees are responsible for providing the University with the qualifying medical reason. The University will make the FMLA designation within two business days. This designation may be verbal, but shall be followed up in writing. Medical re-certification may be required every 30 days.

The Certification of Health Care Provider can be found at the University’s website at: http://www.desu.edu Human Resources Forms and Templates.

8. Job Benefits and Protection

The FMLA provides maintained employee health coverage for the duration of the leave period. Employees who fail to return to work after their FMLA leave entitlement has been exhausted shall be responsible for their State share under their existing “group health plan” unless they fail to return to work due to their own or eligible family member’s serious health condition, or for some other reason beyond their control. Employees are responsible for re-payment of State contributions toward coverage for any unpaid leave if they fail to return to work. Coverage will be reinstated upon an employee’s return, without waiting until the next open enrollment period. We will not interfere with, restrain, or deny the exercise of any right provided under FMLA. Additionally, we will not discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for their involvement in any proceeding under or relating to FMLA.

Original completed FMLA forms must be submitted to the Office of Human Resources for review. All incomplete forms shall be returned to the employee requesting such leave.

7.5 Military Leave

“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.

Any employee of the University 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/she 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/she shall be paid his regular salary, less his military pay, not to exceed a total of ten (10) working days in any one (1) calendar year.

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

It shall be the policy of the University to guarantee to its permanent employees who, during a nation 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.

Permanent employees, with ninety (90) days of service, volunteer or are called for active military service shall be paid from the date they leave University employ for all accrued vacation to their credit at that
date. The employee, at his/her discretion, may elect not to be paid for vacation leave but to leave it to his credit for use upon returning to the department.

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

7.6 Unauthorized Absence - Automatic Termination
An employee absent from his or her position for three (3) working days or more without prior approval in accordance with this agreement shall be considered to have voluntarily abandoned employment with the University. Such termination shall be final unless said employee is able to furnish satisfactory evidence to the University (as determined by the Office of Human Resources) for not having given prior notice.

7.7 Authorized Absences
An employee may apply in writing to the Chief of Police for a leave of absence without pay for a period not to exceed one (1) year for reasons of personal illness, illness in the immediate family, disability, for the purpose of furthering the employee’s education or training for other valid reasons. The Chief of Police will forward the request with his or her recommendation to the Office of Human Resources who in turn may submit the request for final approval, if necessary, to the President. During such a leave, the employee will earn no seniority or other employment benefit except that, subject to the laws of Delaware and the terms of insurance policies then in effect, the employee may continue such insurance and pension benefits at his or her expense to the extent they are eligible.

7.8 Union Leave
Up to 42 working days leave with pay over the two years ending 2016 shall be granted to the Union for conferences, seminars, workshops, conventions or other Union functions. Request for leave shall be made to the Chief of Police at least one (1) week in advance. Leave under this section will be granted subject to the operational needs of the University and taken in increments of no less than one-half (1/2) day.

7.9 Personal Leave
Throughout the year as urgent and compelling business may occur, permission for a days leave of absence with pay shall be given up to four (4) days in each fiscal year. The leave shall be allowed only for urgent and compelling personal business and shall not be cumulative nor carried forward to subsequent fiscal years. Personal leave will not be denied except in those cases where the employee’s absence will create a serious operational problem for the University. Personal leave shall not be allowed without written permission of the supervisor either immediately before or immediately after any other day off nor as part of a vacation period either with or without pay.

7.10 Jury Duty
An employee who is selected for jury duty shall notify the immediate supervisor of this selection without delay. An employee, regardless of shift assignment, who is on jury duty shall be permitted to be absent without loss of pay or charge to any leave for the day(s) of jury service. Upon request, the employee shall be responsible for providing documentation which verifies attendance. If, after reporting for jury duty, it is determined that the individual’s services are not required and the individual is dismissed for the day, then the individual, time permitting, is required to return to the job.

7.11 Vacations
Following the probationary period for sworn Police Officers of the university who regularly work eighty (80) hours per pay period shall be entitled to a paid vacation each year which shall accrue and be calculated on the following basis for full months worked retroactive to the date of hire.

* See side letter
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<tr>
<th>Fiscal Years of Employment (July 1 through June 30)</th>
<th>Accumulated Rate per Month</th>
<th>Number of days Annual Leave</th>
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<td>First partial year (hired after Sept. 30)</td>
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<tr>
<td>First full year</td>
<td>1.00</td>
<td>12</td>
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<tr>
<td>Second through fifth year</td>
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<td>Sixth year</td>
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<td>Tenth through fifteenth year</td>
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<td>Twenty-first year and thereafter</td>
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### 7.12 Sick Leave

Sick leave shall be defined as those periods of illness, either physical or mental that would incapacitate an employee from performing his or her regular duties. A physician’s statement certifying the medical justification for an employee’s absence will be requested for three (3) days consecutive absence. However, should there be an attendance pattern which appears to warrant it, the employee shall be notified in writing that a physician’s certificate will be required for all future absences. This certification requirement will be reviewed each six (6) months following such notification.

Sick leave shall be earned by all employees from the commencement of employment, but paid only after satisfactory completion of their probationary period.

Employee will accrue one and one-quarter (1 ¼) days of sick leave for each calendar month of continuous service in which the employee has worked.

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

a. One (1) hour before commencement of work, all officers must call the dispatch center to advise of the general nature of the illness and expected time when they will return to work. Failure to give notice will cause the employee to be unexcused and absent without pay. At the discretion of the Chief of Police, extreme cases where there is evidence that the employee was unable to get word to DSU in the time prescribed, a decision to waive notice before work hours, may be considered.

b. Employees injured in the performance of their assigned duties will be covered by Worker’s Compensation.

c. Sick leave shall accrue to a maximum of sixty (60) work days. A State employee who transfers to the University from another State agency shall be credited with prior accrued sick leave not to exceed maximum accrual upon written notice from the prior employing agency and provided there is no interruption in service.

d. The University shall maintain accurate records of sick leave and such records shall be available to employees and the Union with written permission from the employees to the Payroll and Human Resources offices.

e. Employees taking time off under this provision and not complying with the conditions as stipulated, will not be paid for the time taken as sick leave.

### 7.13 Education

A full-time employee may take up to a combination of nine (9) credit hours of instruction per semester and during the summer sessions free of tuition only distributed as follows: nine (9) undergraduate credits or six (6) graduate credits only at Delaware State University. The Vice President of Academic Affairs
and/or the Dean of Graduate Studies (Graduate Programs) must approve the program of study. The courses taken by employees must have sufficient enrollment, excluding employees, to justify the course offering. Eligible employees are responsible for all student fees associated with undergraduate/graduate courses each semester and for the cost of books and supplies.

Effective July 1, 2014, the Delaware State University Educational Benefits for dependent children are as follows:

Eligible dependent children under the age of 26 years of age with proof of parentage will be eligible for a 50% reduction of tuition fees only. All other educational and student fees are the sole responsibility of the employee.

7.14 Loss of Personal Property
Compensation shall be provided to the Employees when personal property is lost, destroyed, or damaged as a direct result of actions arising out of the Employee’s performance of official duties subject to the following procedures:

Within 7 calendar days of the loss, destruction or damage, a written report of the incident must be filed with the Chief of Police containing a copy of the Report of Investigation and the Employee’s report detailing how the personal property was lost, destroyed or damaged; a description of the personal property; and the estimated cost of repair or replacement.

The personal property should, where practical, be available for inspection. Compensation shall not be paid without the written approval of the Chief of Police.

The repair, replacement, or compensation in lieu thereof, at the University’s option, shall in any event be limited to $300.

ARTICLE VIII - OVERTIME AND SPECIALTY PAY

8.1 Court Pay
In the event that as a result of official duties, an employee is scheduled to appear in court when the Employee is not on assigned duty, the employee shall be paid in accordance with the provision of Overtime with a guaranteed minimum of three (3) hours for the time the employee is required to appear in court.

8.2 Commander’s Time
The Department Chief shall have the right to schedule all Employees to attend departmental meetings, not to exceed 2 hours, bi-annually (six months). Employees who are on approved vacation and/or sick leave are not required to attend.

8.3 Seniority, Layoff and Recall
Seniority shall be defined as length of continuous service with the Department of Public Safety, except as otherwise specified in the contract.

New employees not certified police officer, shall serve a one(1) year probationary period after completion of training at the Police Academy, which may be extended up to an additional ninety (90) days by mutual agreement of the parties. During this probationary period, the employee may be discharged without recourse to the grievance procedure. Upon completion of the probationary period, the employee shall be considered permanent and placed on the seniority list retroactive to his/her date of hire.
a. New employees who are certified police officers, i.e., from another jurisdiction or Delaware Council on police training, shall serve a six month probationary period upon completion of the field training program, which may be extended up to an additional ninety (90) days by mutual agreement of the parties.

Seniority shall be used for, but not limited to, the following:

a. Vacation and Compensatory Time
b. Overtime
c. Educational Opportunities
d. Lay-off or Recall

An employee who is given notice of lay-off shall be given the option to leave accrued vacation, compensatory time, and sick leave on the benefit roster for up to one year or receive payment for vacation at the time of lay-off, pursuant to University policy.

If a layoff in any classification is necessary or a position is to be eliminated, the University shall notify the Union and the affected employees immediately. The University and representatives from the union will meet to determine the options available to the affected employees and other employees who would be affected by the bumping process. All affected employees will be allowed to exercise the options listed below. The University and the Union will attempt to complete this process within ten (10) working days. After the bumping process is completed, the employee to be laid off will be given at least ten (10) days notice by the University. Probationary employees shall be laid off before any permanent employees. Employees who are hired in a training program and while in such trainee status, shall not bump employees who are not in a training position. Permanent employees who transfer into a training program retain bumping rights in their former classification.

a. An employee who is laid off shall be awarded any vacant position for which he/she is qualified.
b. If there is no such vacant position the employee may bump the junior employee doing similar type work in any classification at the same or lower pay grade, provided he/she has sufficient seniority.

Employees who are laid off shall be eligible for recall for one (1) year. They shall be recalled to vacancies existing anywhere in the Bargaining Unit for which they are qualified with the senior qualified employee being the first to be recalled. Failure to respond within five (5) working days to a recall or to be available to begin work within two (2) weeks following notice by certified mail shall disqualify the employee for claim to the position. Notice shall be considered given when mailed to the last address received in writing by the Office of Human Resources from the employee. The employee shall be responsible for keeping the Office of Human Resources informed of any changes in address.

An employee who exercises bumping rights to another position shall retain their salary. However if the employee exercises bumping rights in a department other than Public Safety or another Local other than Local 867, their salaries shall be adjusted in accordance with the particular classification the employee will be moving into.

8.4 Overtime Compensation
Work performed prior to or beyond the employee’s regular work hours in excess of twelve (12) hours per day or eighty hours in a pay period, shall be compensated at the rate of time and one half the employee’s regular rate of pay for such service. Overtime will paid within two pay periods.

Time and one-half shall be paid for hours worked in excess of twelve (12) hours in a pay period. Straight time shall be paid for all hours worked up to twelve (12) hours in one (1) day or up to 80 hours in in pay period. An employee may elect compensatory time in lieu of payment. Compensatory time shall be calculated at time and one-half hours for work in excess of eighty (80) hours in a pay period.
Compensatory time must be approved prior to the commencement of work and in writing to the supervisor. Compensatory time can be accumulated up to 480 hours. All hours that will result in an accrual of over 480 hours must be paid.

8.5 Holidays
The following holidays shall be observed with pay each year:

New Year's Day
Martin Luther King's Birthday
President's Day
Good Friday, Easter, Easter Monday
Memorial Day
Independence Day
Labor Day
Election Day (even number years only)
Thanksgiving Day
Day after Thanksgiving
Christmas Day

The above specified holidays with pay shall be scheduled for celebration each year, as provided for in Federal or State guidelines pertaining to them and their dates of celebration. Such other days as the Governor may designate as holidays with pay shall be known as Special Holidays. If required to work on the holiday, in addition to overtime rate of pay. In lieu of having time off from December 24 through January 1, employees covered by this Agreement will be given three additional holidays: Columbus Day, Veterans Day, and one floating holiday, with pay, each year.

Employees who are not working a regular Monday through Friday shift and whose regularly scheduled day off falls on a holiday, shall be given the next regular work day off to compensate for the holiday. If the employee is required to work on the next regular workday, he or she shall then be paid extra at time plus one-half in lieu of the holiday.

8.6 Promotion
Promotional testing shall occur for the Sergeant or Corporal position when a vacancy becomes available
a. In order to be eligible for promotion to Sergeant, an employee must have above satisfactory evaluations; minimum two (2) years in the position of Corporal at the University; and pass/complete a written exam.

b. In order to be eligible for promotion to Corporal, an employee must have satisfactory evaluations; minimum three (3) years in the position of Patrolman at the University; and pass/complete a written exam.

All examinations shall be provided by and scored by a professional testing organization. The test shall be certified as being “bias” free by an outside agency which is qualified to make such determination.

The oral review panel shall be made up of three (3) individuals from Police Departments within Delaware but outside of the Department. The individuals on the oral review panel shall be of equivalent rank, or one rank higher.
Scoring Criteria for Promotion Testing

a. Formal Education

<table>
<thead>
<tr>
<th>Degree Type</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Associate’s degree</td>
<td>2%</td>
</tr>
<tr>
<td>Bachelor’s degree</td>
<td>4%</td>
</tr>
<tr>
<td>Degrees beyond Bachelor’s</td>
<td>5%</td>
</tr>
</tbody>
</table>

b. Employees shall receive the following percentage for the time-in-service as a Police Officer within the Department:

<table>
<thead>
<tr>
<th>Time-In-Service</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Year</td>
<td>.5%</td>
</tr>
<tr>
<td>2 Years</td>
<td>1%</td>
</tr>
<tr>
<td>3 Years</td>
<td>1.5%</td>
</tr>
<tr>
<td>4 Years</td>
<td>2%</td>
</tr>
<tr>
<td>5 Years</td>
<td>2.5%</td>
</tr>
<tr>
<td>6 Years</td>
<td>3%</td>
</tr>
<tr>
<td>7 Years</td>
<td>3.5%</td>
</tr>
<tr>
<td>8 Years</td>
<td>4%</td>
</tr>
<tr>
<td>9 Years</td>
<td>4.5%</td>
</tr>
<tr>
<td>10 Years and Above</td>
<td>5%</td>
</tr>
</tbody>
</table>

c. The components of the composite score shall be based upon assigning the following weight to each component:

<table>
<thead>
<tr>
<th>Component</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Written Test</td>
<td>45%</td>
</tr>
<tr>
<td>Oral Review Panel</td>
<td>45%</td>
</tr>
<tr>
<td>Education</td>
<td>5%</td>
</tr>
<tr>
<td>Seniority in Police</td>
<td>5%</td>
</tr>
</tbody>
</table>

The promotional list shall be published upon completion of the testing process.

Selection from the Promotional List
If there is more than one (1) employee on the promotion list, the Chief may promote from among the top two (2) on the promotional list. If an employee is bypassed twice, he/she must be promoted the next time a vacancy becomes available. This is contingent upon the officer’s overall performance and subsequent performance appraisal ratings.

The Chief of Police has the sole responsibility to select a Staff Sergeant from the current list of Sergeants in the Department. Seniority will be considered.

In order to be considered for the position of Criminal Investigator, an employee must have completed three (3) years of service as an employee of the Department and completed at least forty (40) hours of in-service, course work or seminars in criminal investigations. The employee must have two (2) satisfactory performance evaluations. The two (2) most recent evaluations will be considered.

In order to be considered for the position of Community Relations Officer, an employee must have completed three (3) years of service as an employee of the Department and completed at least forty (40) hours of in-service, course work or seminars in community relations. The employee must have two (2)
satisfactory performance evaluations. The two (2) most recent evaluations will be considered.

When an employee is promoted to a higher rated job pursuant to this Agreement, the employee’s salary will be increased to the Minimum rate of the higher position or to the employee’s present pay plus seven percent (7%), whichever is greater.

**ARTICLE IX - TRANSFERS AND REASSIGNMENTS**

A transfer shall be a change in shift assignment, a change in divisional assignment, or a change in geographic assignment. For purpose of this Article, the following sites shall be considered a separate geographic assignment: Wilmington Campus.

A temporary transfer shall be for two (2) weeks or less.

A permanent transfer shall be for greater than two (2) weeks.

The University may make temporary transfers for operational purposes and shall provide such notice as is feasible. The employee, during the period of temporary transfer, shall not suffer a reduction in his/her regular rate of pay.

Unless otherwise agreed to by the officer and the Department, at the end of a temporary transfer, the officer will return to his/her previous assignment.

In cases of permanent transfer, the employee will be given two (2) weeks’ notice of such change.

**ARTICLE X - TOTALITY OF AGREEMENT**

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms, conditions contained herein shall be made by any employee or group of employees with the University and in no case shall it be binding unless executed in writing subscribed by the parties hereto and ratified by the Union.

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

It is understood and agreed that if any part of this Agreement is in conflict with Federal or State Laws or provisions of the University Charter, such part shall be suspended and the appropriate mandatory provision shall prevail and the remainder of the Agreement shall not be affected thereby.

**ARTICLE XI - LEGAL CONFLICTS**

Should any applicable Federal or State law or any applicable court or administrative order or ruling conflict with any provision of this Agreement, the provision so affected shall be made to conform to the law, order or ruling, and otherwise the Agreement shall continue in full force and effect.
ARTICLE XII - SAFETY AND HEALTH

All full-time employees who have been in continuous service with the University for 120 days shall be eligible to participate in the hospitalization programs as provided by the State of Delaware for State employees.

The University will provide each eligible full-time employee with life insurance in an amount equal to twice the employee's regular annual salary. The entire cost of this program is to be paid by the University. Coverage may be reduced at age 65 with any decreases limited to the amounts allowed by the Age Discrimination in Employment Act (ADEA) and amendments thereto.

The University agrees to assume the full cost of income protection under a group disability insurance program for all eligible full-time employees under the age of seventy (70). Should a covered employee become disabled due to accident or sickness and not be able to work, the employee will receive two-thirds (2/3) of his or her regular pay (reduced by any Worker's Compensation, State Pension or Social Security benefits or any continuation plans) beginning on the ninety first 91st day of such disability for as long as five (5) years, but not past age seventy (70) in accordance with the conditions of the insurance policy approved by the State Insurance Commissioner.

Worker's Compensation, Unemployment Compensation, Social Security, the State of Delaware Pension Plan, and the State of Delaware Disability Pension Plan shall cover employees. Employees must meet the eligibility requirements of these various programs.

12.1 Working Conditions
The University agrees to continue to make reasonable provisions for the safety and health of bargaining unit members in pursuance of their University recognized professional responsibilities while conducting departmental business or in lawful performance of their duties.

a. The cost of furnishing and cleaning uniforms, protective clothing and gear required by the University will be the responsibility of the University.

b. **Shoe Allowance.** Officers shall receive two pairs of shoes per year. One pair can be a pair of boots if needed. One pair of sneakers for those certified on bike patrol.

c. The University shall furnish a meal without charge to any employee who is required to work due to a large scale emergency, fourteen (14) continuous hours or two shifts within a twenty-four (24) hours period. All meals so provided shall be taken in the student dining hall at the regular meal time. If meals are not available in the student dining hall, the employee shall receive payment as an allowance for providing his or her own meal during a large scale emergency that encompasses a normal meal hour.

ARTICLE XIII - NONDISCRIMINATION

13.1 Nondiscrimination
The University will not interfere with nor discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of membership in the Union or legitimate activity on behalf of the members of this Bargaining Unit, nor will the University encourage membership in another Union. The University shall not discriminate on the basis of race, sex, gender, age, marital status, national origin, disability, sexual orientation, veteran status, religious or political beliefs.

The Union recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the Bargaining Unit without discrimination, interference, restraint or coercion based on
race, sex, age, marital status, national origin, mental or physical disability, sexual orientation, veteran status or membership or non-membership in the Union.

The provisions of this Agreement shall be applied equally to all employees in the Bargaining Union without discrimination as to age, sex, gender, marital status, race, color, creed, national origin, sexual orientation, disabilities that do not affect job performance with reasonable accommodation or political affiliation. The Union shall share equally with the University the responsibility for applying this Article.

### 13.2 Sexual Harassment, Harassment
Grievances of this type are covered by Title IX of the Federal Education Amendments of 1972. The University has a policy in process for dealing with such claims which conforms to federal law and process.

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**ARTICLE XIV - WAGES**

### 14.1 Compensation

**a. Call in Pay.** An employee reporting to work at their assigned campus at the employer's request, for duty which the employee was not notified in advance and which is not continuous with the employee's work shift shall be paid a minimum of four (4) hours pay regardless of actual time worked at the appropriate rate. This section shall not apply to any employee(s) who is called back to correct their failure to perform their duties in accordance with established procedure.

**b. Extra duty** involving situations between a third party which retains an officer to provide services in connection with an event or activity. Extra duty pay shall be paid at the minimum rate of 2.5 times rate of pay. This shall include school related events (i.e., parties and sporting events). There shall be a minimum of four (4) hours pay per extra duty assignment. Extra duties shall be distributed as equally as practicable among the bargaining unit employees. Third party is defined as any entity outside of Delaware State University.

**c. A “work day” is a period of twenty-four (24) hours beginning at 0700 hours and end at 0659 hours on the following day.** A “regular work period” for employees covered by this Agreement shall consist of eighty (80) hours within the work period of 14 calendar days. Overtime compensation will be calculated at a rate of time and one-half for hours worked in excess of 12 regular hours in a “work day” or in excess of 80 hours in a “regular work period”. For purpose of overtime calculation, accrued benefit hours will be included in such.

**d. A twelve (12) hour shift will be used for the patrol division.** The normal patrol shifts will rotate as follows: two on – two off; three on – two off; two on – three off. The rotation will also consist of one month of day work and then one month of night work, and then the rotation shall begin again. Each officer assigned and working 12 hour shifts shall be scheduled off for a single 4-hour block during the pay period, either at the beginning or end of that officer’s assigned shift, unless requested otherwise by the officer for hardship and with management’s approval. If this 4-hour block cannot be accomplished reasonably within the pay period the resulting 4 hours will be paid in overtime. There will be a minimum of two patrol officers working during the day shift, 7 a.m. – 7 p.m., and a minimum of three patrol officers during the night shift, 7 p.m. – 7 a.m. any officer working an extra duty assignment will not be included in the minimum staffing for patrol. Minimum staffing requirements will be reviewed annually based on the needs of the University.

**e. Mandatory Assignments involves situations where the University or the department deems it is necessary for all union members to work.** Mandatory assignments will be paid out as follows: one and half time (1.5 hours) the union member’s hourly rate. Welcome days, homecoming events, parties, and concerts; University graduations and football games.
14.2 Service Compensation

All classified employees shall receive longevity increases effective July 1, following their 5, 10, 15 and 20th anniversary of their date of hire. A lump sum payment shall be made according to the schedule below and will be added to the employees’ base salary effective July 1 of the subsequent year.

Cumulative longevity pay is equal to the following:

<table>
<thead>
<tr>
<th>Amount to be Paid</th>
<th>Cumulative</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 years of service</td>
<td>$150.00</td>
</tr>
<tr>
<td>10 years of service</td>
<td>$250.00</td>
</tr>
<tr>
<td>15 years of service</td>
<td>$300.00</td>
</tr>
<tr>
<td>20 years of service</td>
<td>$350.00</td>
</tr>
</tbody>
</table>

14.3 Working out of Rank

An officer, who is assigned to duty in a higher rank for more than 30 days, shall thereafter be paid while performing such continuous assignment at employee’s current rate plus 7%. Upon completion of assignment, he or she will be returned to his or her base pay at the time of appointment or any adjustment for annual increments that might have been assigned.

14.4 Classification and Salaries

Effective July 1, 2014 and for the term of this Agreement, a salary adjustment shall go into effect for all Police Officers in the following classifications:

- Sargeant: $48,000.00
- Corporal: $46,000.00
- Patrolman: $42,000.00 (after satisfactory completion of the police academy)
- Recruit: $36,000.00

Effective July 1, 2015, all certified Police Officers on the active payroll, with more than one year of service, shall receive a 3% salary increase to their base rate of pay as of July 1, 2015.

Effective July 1, 2016, all certified Police Officers on the active payroll, with more than one year of service, shall receive a lump sum pay amount of $1,000.00 added to their base rate of pay as of December 1, 2016.

Salary adjustments/increases that are effective July 1, 2014 and has been agreed upon by the University and Union shall be retroactive to July 1, 2014.

ARTICLE XV – STATE OF EMERGENCY

When an employee is designated to work when school and offices are closed, or state of emergency is called by the Governor of Delaware for an emergency or weather event, the employee shall report to work and will be paid at time and a half for each hour worked in addition to straight time pay. See Exhibit A
The provisions known as the Law-Enforcement Officer’s Bill of Rights (LEOBR) shall apply to all employees covered by this Agreement.

No employee shall be disciplined without just cause.

Disciplinary action shall be imposed upon conclusion of the investigation and/or hearing process pursuant to LEOBR for infractions or violations deemed serious or egregious, within fifteen (15) working days.

Should it be determined that any employee was discharged without just cause, such employee shall be restored to his or her former status. Any award of back pay shall have credited against it any earnings, compensation or remuneration received by the employee from other employers during the period involved.

All permanent employees shall have the right to Union representation, during every phase of disciplinary action including meetings with management or supervisor, which might result in disciplinary action.

Disciplinary action will be active for 18 months in the employee’s official Human Resources file.
In witness whereof, the parties hereto have set their hands and seals on this ______________ day of October 2014.

Attest Delaware State University:

By: ____________________________________________________________ ____________________________
Harry L. Williams, Ed.D., President, Delaware State University Date

By: ____________________________________________________________ ____________________________
Stacy Downing, Ed.D., Vice President, Student Affairs Date

By: ____________________________________________________________ ____________________________
Irene C. Hawkins, Senior Associate Vice President for Human Resources Date

Attest: Delaware Public Employees Council No. 81 and Its Affiliated Local 867, American Federation of State, County and Municipal Employees, AFL-CIO

By: ____________________________________________________________ ____________________________
Michael A. Begatto, Executive Director, AFSCME Council 81 Date

By: ____________________________________________________________ ____________________________
Angela LaManna, Staff Representative, AFSCME Council 81 Date

By: ____________________________________________________________ ____________________________
Heather Golding, President, Local Union 867 Date

By: ____________________________________________________________ ____________________________
Theodore Johnson, Negotiating Committee Member, Local Union 867 Date
EXHIBIT A
EMPLOYEE OBLIGATIONS DURING SEVERE WEATHER CONDITIONS AND EMERGENCIES

1. Definitions: The following definitions will apply throughout this policy.

   a. **“Essential Employee”**: An employee who is indispensable to the emergency service function of his or her employing agency or department and is required to assist the department or agency in meeting its operational needs.

   b. **“Non-Essential Employee”**: An employee who is not necessarily to the emergency service function of his or her employing agency or department and is not required to report to work.

   c. **“Report When Contacted Employee”**: An employee who is not required to report to work during severe weather or emergency situations unless there is the approval of the agency and the employee has been specifically contacted by a management representative or management representative’s designee (or informed by notification system such as a telephone tree or telephone hotline established by management informed by HRM website or by official information provided by the designated news media). These employees are not on stand-by status and are not required to remain by the telephone.

   d. **“SHOC/DFS Employees”**: Employees of the State Health Operations Center, and Division of Family Services Investigation, Treatment and After Hours Response Employees. SHOC/DFS Employees may have different requirements to follow than the Report When Contacted Employees and are required to follow the specific instructions of the agency and shall be deemed essential at such time of an emergency is declared (depending on the type of emergency).

   e. **“HRM”**: The Human Resources Management unit of the Office Management and Budget.

2. The Governor, or Governor’s designee, has the sole authority to excuse employees of the Executive Branch from reporting to work during extreme weather conditions or other natural or man-made disasters or emergencies. In appropriate circumstances, the Governor shall issue an Order stating that, because of expected or existing conditions, certain employees (as designated in this policy) are excused from reporting to work. Unless such an Order has been issued, all employees of the Executive Branch shall report to and remain at work for their regularly scheduled hours or shift.

3. The Order may be applicable to all Executive Branch employees in the entire State, or only to those employees in one geographical region of the State, or a combination of the geographical regions. The Order may be limited regarding the purpose for which it is issued, such as permitting the use of Delaware National Guard personnel and equipment, and so may not affect Executive Branch employees in any respect.

4. The Order may require certain employees to work during the emergency. Those required to work during times when the Governor has excused some employees from reporting to work are referred to as “Essential” employees. An Essential employee is defined as one who is indispensable to the emergency service function of the employing agency or department and is required to assist the department or agency in meeting its emergency operational needs, e.g., food, medical, housing maintenance, personal care, hospital care, emergency road service. These examples are not exhaustive. All other employees (other than the SHOC/DFS employees defined earlier) shall be
designated as “Report When Contacted” or “Non-Essential” employees. Such Report When Contacted or Non-Essential employees are not required to report to work unless there is the approval of the agency and the employees have been specifically contacted by a management representative or management representative’s designee (or informed by a notification system such as a telephone tree or telephone hotline established by management or informed by HRM’s website or by official information provided by the designated news media). These employees are not on stand-by status and are not required to remain by the telephone. Such employees shall not be called into work without a compelling and justifiable operational reason. As long as all other applicable laws, rules and regulations are not violated, non-merit agencies may make more restrictive reporting policies in order to meet operational needs, but cannot make less restrictive policies.

5. All State agencies must designate all Essential and SHOC/DFS employees by job classification, budget position number and payroll unit in the PHRST system. Each State agency shall review these classifications annually, at a minimum, and report any revisions to the Director of HRM, and make appropriate changes in PHRST, by October 31st each year.

6. Department and agency heads shall designate employees as Essential or SHOC/DFS employees depending upon their necessity in carrying out the emergency service responsibilities of the department or agency. These employees shall be notified accordingly in writing, and a list of employees and/or classifications designated as Essential or SHOC/DFS employees shall be posted in a conspicuous location and distributed to the appropriate Exclusive Bargaining Representatives. The status of employees who are designated as Essential or SHOC/DFS employees at the time of an emergency is declared, and who report to work during the emergency pursuant to such designation, shall not be changed with respect to that emergency subsequent to their reporting to work without being compensated for their normally assigned hours or shift. Depending on the type of emergency, the Governor’s Order may exempt certain group of Essential employees or management may advise such employees.

7. Essential employees who live or work in a region or regions covered by the Governor’s Order, and who are required to work, are entitled to compensation at their regular hourly rate plus equal time off for all hours worked during their regularly scheduled work hours or shift. All Essential employees who work additional hours shall be compensated in accordance with existing rules and policies governing overtime payment. Employees covered by the Fair Labor Standards Act (FLSA) are compensated at straight time rates and receive equal time off. Exceptions to this may be found in the Budget epilogue or Merit Rules for specific groups of employees.

8. During any specified time periods when Essential employees are required to report to work and other State employees have been given approval by the Governor to not report to work (during normal state business hours 8 a.m. to 4:30 p.m.), those who work will receive an additional hour of compensation for each hour worked. Agencies have the authority to determine whether the additional compensation will be paid time or compensatory time. Any employee (whether essential or not) who is already on paid leave during such time will not be charged leave for those specific hours.
9. Unless the Governor's Order covers a day which is statutory holiday of the State, the emergency day shall not be considered a holiday for pay purposes. When employees work at times when it is both a holiday and an emergency, they will receive additional equal time off as compensation for the holiday in addition to equal time off (or pay based on other merit and FLSA rules) for the emergency. Employees in a paid status during the holiday would still receive payment for the holiday in their regular paycheck whether or not they are required to work that day.

10. Upon direction of the Governor (or a designee), if an emergency develops during working hours, department heads and other chief administrative officers within the Executive Branch may allow their Report When Contacted or Non-Essential employees to leave work early. No loss of pay or accumulated time off will occur in the event of early dismissal for this reason. Under no circumstances, however, will early dismissal operate to excuse an unauthorized absence from work.

11. If a natural or man-made emergency forces any employee to be late for work, the employee shall contact his or her supervisor; inform the supervisor of the impending lateness, and state the expected time of arrival for work. Reasonable delay (not to exceed two hours) in arriving at work due to poor travel conditions will not be a basis of charging annual leave.

12. If Essential employees are required to work but are specifically prevented by the police or other emergency personnel from traveling to their work site due to a natural or man-made emergency, and after notifying such emergency personnel of their Essential status, the employees shall immediately notify their supervisors of the obstruction and shall be excused and not charged for the absence. Employees who are required to work but who do not report to work for any other reason shall immediately notify their supervisors and shall not be paid for the absence. Employees in this category may request approval to use annual leave, accumulated compensatory time, if any, or have their pay docked; however, employees cannot assume that it will be granted and may not be subject to disciplinary action if approval is not received for the absence.

13. Before approving pay for after-the-fact sick leave during an emergency, a department or agency head may require either a physician's certificate or a written statement by the employee setting forth the reason for absence. Essential employees are responsible to report to work and may be subject to disciplinary action if there is a regard of this policy. All determinations as to whether leave will be approved or whether there will be docking and/or disciplinary action will be made on a case-by-case basis taking into consideration the totality of circumstances preventing the employee from reporting to work.

14. An employee, who is already on authorized paid leave during an emergency, will not be charged leave for the duration of the emergency. Upon the employee’s return to work from such leave, the employee’s leave records will be credited accordingly.

15. Casual/seasonal employees may be designated as “Essential”. Agencies are encouraged to allow casual/seasonal employees designated as Report When Contacted or Non-Essential to flex their schedules to make up work hours lost as casual/seasonal employees are only paid for the actual hours they work. While casual/seasonal employees are paid for the time actually worked, they are not eligible for the equal time off provision.
16. All *Report When Contacted* or *Non-Essential* employees on an alternate or compressed schedule shall have their time adjusted in accordance with that schedule and other applicable rules and regulations whenever there is an emergency Order. Employees not scheduled to work during the emergency will not be impacted unless the emergency day is also a state holiday. If it is a state holiday, employees must still submit leave slips or work additional time to cover the difference between a 7.5 or 8.0 State-paid holiday and their compressed hours or shift.

17. Employees on approval leave without pay will not be impacted by this policy.

18. Rest/sleep time, for all employees regardless of FLSA status, is compensable in accordance with the regulations of the Fair Labor Standards Act.

19. Normally home to work travel is not compensable. However, during an emergency situation, it is possible that an employee must report from home to a location other than the employee’s regular reporting location. If the emergency reporting location is further from the employee’s home than the employee’s regular reporting location, agencies shall compensate such employees for their additional travel time as well as for mileage, if appropriate, minus the normal commute time.
This side letter of agreement modifies the Collective Bargained Agreement between Delaware State University (DSU) and Local 867 (Union) dated July 1, 2014, except as modified herein; the Collective Bargained Agreement remains in full force and effect.

The letter memorializes the discussion that took place during contract negotiations between the parties. During our discussion, it was indicated that all officers hired prior to the signing of this agreement and have accrued a higher rate of vacation benefits, shall be grandfathered in at the higher rate. Subsequent employees hired after the signing of this agreement, as stipulated by the date listed above, shall accrue vacation benefit pursuant to the table agreed upon by the Union and the University.

For: Delaware State University

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Irene Chapman· Hawkins
Senior Associate Vice President
Human Resources

Date:_________

For: AFSCME Local 867

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Angela M. LaManna
Council 81 Representative

Date:_________

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Harry W. Downes
Chief/Director of Police and Public Safety

Date:_________

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Heather Golding
President, Local 867

Date:_________
This side letter of agreement modifies the Collective Bargained Agreement between Delaware State University (DSU) and Local 867 (Union) dated July 1, 2014, except as modified herein; the Collective Bargained Agreement remains in full force and effect.

The letter memorializes the discussion that took place during contract negotiations between the parties. During our discussion, for purposes of this agreement only, effective July 1, 2014, all certified officers with significant seniority (hired prior to 2009) shall receive $300 added to their base salaries for each year they have been certified police only at Delaware State University.

For: Delaware State University

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Irene Chapman-Hawkins
Associate Vice President
Human Resources

Date:_________

For: AFSCME Local 867

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Angela M. LaManna
Council 81 Representative

Date:_________

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Harry W. Downes
Chief/Director of Police and Public Safety

Date:_________

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Heather Golding
President, Local 867

Date:_________