COLLECTIVE BARGAINING AGREEMENT
JULY 1, 2019 – JUNE 30, 2023

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 ________, 2019, 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-CIO 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.

d. Membership Dues and Check Off

All employees in the Collective Bargaining Unit for more than thirty (30) days and upon becoming Union members by signing a legally valid membership/dues authorization card, shall pay dues consistent with the provisions of the membership/dues authorization card.

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 inherent 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 Deductions of the Union Dues or Service Fees

a. The University agrees to the adoption of a check-off system whereby Union dues 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). Employees shall have dues deducted upon written authorization by the employee on a voluntary dues deduction card provided by the Union. Such deductions for Union dues fees are to be transmitted to the duly elected Treasurer 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. The term “dues” shall not be deemed to include fines, assessments, contributions or other forms of payment required from AFSCME members.

4.2 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.

4.3 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.

4.4 Bulletin Boards and University Facilities

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

4.5 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 within 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 ten (10) calendar days. He/she shall provide a written response to the appeal within ten (10) calendar days.

**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 Parental Leave**

Employees requesting parental leave 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 parental leave carries with it the intention to return to full-time University employment when the period of disability ends. Employees taking parental 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 parental leave incurring non-occupational illnesses. An employee on parental leave who resumes active University employment will return to the same or comparable position held at the time of beginning parental 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 is defined as a major health event involving an acute or prolonged illness, usually considered to be life threatening. Illness must be diagnosed 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

**Introduction**

The Family and Medical Leave Act, as amended, provides 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 FMLA entitles "eligible" employees to take up to 12 workweeks of leave during a 12-month period for specified family and medical reasons.

Effective January 16, 2009, FMLA leave eligibility has been extended to include "Qualifying Exigency Leave" i.e., leave for employees to manage their affairs while a covered family member prepares for (or is on) active duty in the National Guard and Reserves. Effective March 8, 2013, FMLA "Qualifying Exigency Leave" covered family member has been extended to include Regular Armed Forces. The FMLA now also provides for up to 26 workweeks of "Military Caregiver Leave" i.e., leave for employees during a single 12-month period to care for a covered military family member and covered veteran.

The 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:

1. **Eligibility**

   To be eligible for FMLA leave, employees must have one year of aggregate State service (employment time preceding breaks in service of seven years or greater is not counted toward aggregate service time),
and have worked for at least 1,250 hours during the prior 12 months. All State employment, for example, Merit and higher education, should be counted.

Eligible employees may take:

a) Up to 12 workweeks FMLA leave for serious health conditions of themselves or specified family members. This includes "Qualifying Exigency Leave" for families of active duty Regular Armed Forces, National Guard and Reserve members to manage their affairs (the eligibility period for this type of leave begins on the first day of FMLA leave and runs for 12 months);

b) Up to 26 workweeks Military Caregiver Leave to care for a qualified military family member and qualified veteran (the eligibility period for this type of leave begins on the first day of Military Caregiver Leave and runs for a single 12-month period).

3. Reasons for Using FMLA
Leave shall be granted for any of the following reasons:

a) 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; or for a serious health condition that renders employees unable to perform their 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.

*Employee FMLA leave entitlement for birth, adoption or placement for foster care expires one year following the date of birth, adoption or placement.

b) FMLA protection extends to eligible employees for "Military Caregiver Leave" to care for a parent, spouse, son, daughter, or as next of kin who is a covered military servicemember or covered veteran.

c) FMLA protection extends to eligible employees for "Qualifying Exigency Leave" when a covered military family member is on active duty or called to active duty for the following "qualifying exigencies": (1) short-notice deployment; (2) military events and related activities; (3) childcare and school activities; (4) financial and legal arrangements; (5) counseling; (6) rest and recuperation; (7) post-deployment activities; (8) parental care; and (9) additional activities where the employer and employee agree to the leave.

4. Qualifying Conditions
Specific physical or mental 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 3 consecutive calendar days that involves continuing treatment by a health care provider; continuing treatment for a chronic serious health condition; continuing treatment for a serious health condition that if not treated would result in incapacity for more than 3 days; and any period of incapacity prenatal care. The 3-day requirement does not apply for pregnancy, chronic serious health conditions, or for multiple treatments.

Continuing treatment means treatment two or more visits to a health care provider. The two visits must occur within 30 days of the beginning of the period of incapacity, and the first visit must take place within seven days of the first day of incapacity. Continuing treatment may also mean one treatment resulting in a regimen of continuing treatment 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. Continuing supervision for a severe long-term or chronic condition requires at least two visits to a health care provider per year.

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. Cosmetic surgery is not considered a serious health condition unless in-patient hospital care is required.

5. Definitions
To determine who is covered under FMLA, the following definitions shall apply:

a) For Family Member's Serious Health Condition

- "Spouse" means a husband or wife as defined or recognized under Delaware law for the purposes of marriage.
- "Parent" means a biological parent adoptive, step or foster father or mother, or an individual who stands or stood "in loco parentis," meaning, "in place of 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.

b) For Military Caregiver Leave-For Family Member's Serious Health Condition

- "Son" or "daughter" mean son or daughter on active duty or call to active duty status" as an employee's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood in loco parentis, who is on active duty or called to active duty status, and who is of any age.

c) For Exigency Leave for child care and school activities

- "Son" or "daughter" mean 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 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 workers' 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.

b) Employees who exhaust their 26-week Military Caregiver Leave during the single 12-month period are not eligible for additional FMLA leave during that period for themselves or a family member.

c) Employees may only use annual leave to cover periods of Exigency Leave as the reasons for using such Leave are non-medical, and would not qualify for sick leave usage.

NOTE: Employees using annual or sick leave concurrently with FMLA leave must follow the same policy and procedural requirements that apply to other employees using such leave.

7. Notice and Medical Certification
Employees are required to provide advanced leave notice and certification whenever practical. Ordinarily, 30 days advance notice shall be given when leave is "foreseeable."

a) Medical certification to support a request for FMLA leave is required and the employer may also require second or third opinions (at the employer's expense) and a "fitness-for-duty" report to return to work.
b) Military Caregiver certification is required to support a request for leave to care for a covered family servicemember. Employers may not request second opinions.

c) Exigency Leave certification is required to support a request for leave for one of the eight qualified reasons for exigency or for other related reasons not specified by mutual agreement of the employee and employer. Employers may only request verification of military status once per active duty or call to active duty event.

Employees are responsible for providing the qualifying reason. Employers are required to send the employee a written Notice of Eligibility and Employee Rights and Responsibilities within 5 business days. Failure of the employee to provide completed certifications within 15 calendar days may result in the delay or denial of FMLA. Employers should avoid any retroactive designation of FMLA leave. Medical certification is valid for the time specified by the health care provider.

Re-certification may be required in all cases:

- Every six months, in all cases of absence for a medical condition;
- If an extension of the leave is requested;
- If the circumstances in the last certification have changed;
- If information has been received casting doubt on the stated reason or continued validity.

8. Job Benefits and Protection

The FMLA maintains employee health care 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. Coverage will be reinstated upon an employee's return without waiting until the next open enrollment period. It is unlawful for an employer to interfere with, restrain, or deny the exercise of any right provided under FMLA. Additionally, an employer cannot 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. The U.S. Department of Labor is authorized to investigate and resolve complaints of FMLA violations and an eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

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 their regular salary, less their 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 employment for all accrued vacation to their credit at that
date. The employee, at their discretion, may elect not to be paid for vacation leave but to leave it to their
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 absence 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 12.5 working days leave each year over the term of this Agreement 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 day’s 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 - Angela to provide

<table>
<thead>
<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>
</tr>
</thead>
<tbody>
<tr>
<td>First partial year (hired after Sept. 30)</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 the request, 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 form 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 Provost / Executive 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, 2019, 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 100% reduction of tuition fees only. All other educational and student fees are the sole responsibility of the employee.

Employees do not have the right to be excused from their assigned duties to attend class, without the approval of their direct supervisor or Chief of Police.

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 Chief of Police shall have the right to schedule all Employees to attend a mandatory departmental meeting, 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

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

Police officer, not certified through the Delaware Council on Police Training (C.O.P.T.) prior to hire, 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. (this does not apply to sworn officers who are certified through the Delaware Council on Police Training (C.O.P.T.) prior to hire). 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.

New Police Officers who are (C.O.P.T.) certified, i.e., from another jurisdiction or Delaware Council on police training, shall serve a six (6) 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 / Extra Duty
   c. Educational Opportunities
   d. Layoff and Recall

B. Layoffs
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.

C. Seniority Listing
The University shall provide a quarterly list of bargaining unit employees, including name, job title, date of hire, seniority date, work location, wage rate, full-time or part-time status, and Union dues status, twice a year (April / October). The University shall work to provide the information in Excel format. The University shall provide a Union Representative with thirty (30) minutes per month to meet with new hires to discuss the Union and the collective bargaining agreement.

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 be 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
9/11 Day
Columbus Day
Veterans 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.

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 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
See Exhibit B

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.

Time in service/Seniority accrued as Delaware State University Security shall be retained upon transfer to the Delaware State University Police Department.

Special Unit (Detective, Community Service Officer, etc.) and Transfer Selection Process:
   a. Must hold the rank of PFC and have three years of service at DSUPD, or
   b. A Delaware Council On Police Training certified officer (from other police department) must have at least two years of service from previous department and two years of service with DSUPD

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 program.

**12.1 Working Conditions**

The University agrees to continue to make reasonable provisions for the safety and health of bargaining unit members in pursuant 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.

d. All Certified Police Officers will have full access to the Wellness and Recreation Center, during normal operating hours to maintain physical fitness requirements mandated for compliance.
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.

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 exclude school related events (i.e., parties and sporting events). There shall be a minimum of four (4) hours pay per extra duty assignment. Third party is defined as any entity outside of Delaware State University.

c. “Overtime Assignment” involving school related events (i.e., parties and sporting events) shall be paid at the minimum rate of 1.5 times rate of pay. There shall be a minimum of four (4) hours pay per overtime assignment.

d. 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.

e. 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.

f. 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 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.

14.3 Classification and Salaries

Effective July 1, 2019 and for the term of this Agreement, a salary adjustment shall go into effect for all Police Officers in the following classifications:

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<th>PFC</th>
<th>CPL</th>
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PTLM - After completing two years receives $500.00 Annually
PFC - Receives $750.00 Annually
CPL - Receives $1,000.00 Annually
M/CPL - Receives $1,000.00 Annually
SGT - Receives $1,000.00 Annually
STAFF SGT - Receives $1,000.00 Annually

**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

**ARTICLE XVI - DISCIPLINE**

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 6th day of January 2020.

Attest Delaware State University:

By: [Signature]
Tony Allen, Ph.D., President, Delaware State University
Date: 1/6/2020

By: [Signature]
Irene C. Hawkins, Ed.D., Vice President for Human Resources
Date: 1/6/2020

By: [Signature]
Cleon Cauley, Sr., Esq., Chief Operating Officer
Date: 1/6/2020

By: [Signature]
Robert Schorf, Vice President for Finance
Date: 1/6/2020

By: [Signature]
Harry Downes Jr., Chief of Police, Asst. Vice President for Student Affairs
Date: 1/6/2020

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

By: [Signature]
Michael A. Bagatto, Executive Director, AFSCME Council 81
Date: 1/6/2020

By: [Signature]
Angela LaManna, Esq., Staff Representative, AFSCME Council 81
Date: 1/6/2020

By: [Signature]
Theodore Johnson, President, Local Union 867
Date: 1/6/2020

By: [Signature]
Devonne Sands, Negotiating Committee Member, Local Union 867
Date: 1/6/2020
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 off 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.
EXHIBIT B - PROMOTION SYSTEM MANUAL

Subject: PROMOTION SYSTEM MANUAL
Effective Date: Policy: 300
Reevaluation Date: Biennial
Reference Standards: IACLEA 3.1.3

I. PURPOSE

The purpose of this Order is to implement a uniform system of selecting individuals for advancement to the next higher rank or position. This Order shall serve as the Promotion System Manual for the Delaware State University Police Department.

II. POLICY

A. As a result of the organizational structure of the Delaware State University (DSU), and in recognition of the unique nature of the personnel needs of the Police Department, the Delaware State University Police Department (DSUPD) retains full internal control, responsibility, and authority over the process by which individual officers are selected for advancement in rank and assignment to vacant positions.

B. Authority and responsibility for the personnel practices of the Department are vested in the position and office of the Chief of Police by delegation of the Vice President of Student Affairs of DSU.

1. Therefore, the Chief of Police shall be responsible for the overall administration of the promotion system for police officers within the Department.

2. Any delegation of specific duties associated with the administration of the promotion process does not represent any relinquishment of that authority by the Chief of Police.

C. This manual shall be the sole source of governance of the promotion system and shall contain procedures, which are job related, and non-discriminatory so as to ensure that those officers receiving promotions possess the skills, knowledge, and abilities to successfully perform in the rank to which they aspire.

D. The manual and process described herein shall reflect a philosophy of openness, equality, and fairness to enhance the credibility of the promotion system among candidates, as well as those making the selections.

E. It is the policy of this Department that available ranks are filled through promotion as soon as practicable after such ranks become available, and when qualified candidates exist to fill those ranks.

F. It is the policy of this Department that all ranks are universal in nature throughout the Department as a whole. Therefore, promotions will be generic in nature, with primary authority and responsibility for assignment and transfer of personnel to specific jobs/positions within the Department remaining with the Chief of Police, at his sole discretion. The Chief of Police may, of course, delegate this authority.
G. It is the policy of this department that any Patrolman who has met the minimum eligibility requirements and has successfully answered seventy percent (70%) of the questions from the Patrolman First Class written test will be promoted to the rank of Patrolman First Class on the anniversary date of the two year completion of service. The written test questions for PFC will be derived from areas described in section VII E.4 of this order.

H. It is the policy of this department that any PFC who has met the minimum eligibility requirements and has successfully answered seventy-five percent (75%) of the questions from the Corporal written test will be promoted to the rank of Corporal on the anniversary date of the completion of four years of service. The written test questions for Cpl. will consist of 100 questions derived from areas as described in section VII E.4.

III. DEFINITIONS

When used in conjunction with this promotion system, the following terms shall have the below-designated meanings:

A. **Police Officer** - means a member of the Delaware State University Police Department serving either as a recruit or as a sworn officer.

B. **Applicant** - means a police officer who has filed an application to be considered as a candidate for promotion to a higher rank. The term "candidate" is synonymous with the term "applicant".

C. **Rank** - means those steps within the hierarchy of the Department such as Patrolman/Patrolwoman (Ptlm./Ptlw.), Patrolman/Patrolwoman First Class (PFC), Corporal (Cpl.), Master Corporal (M/Cpl.), Sergeant (Sgt.), Staff Sergeant (S/Sgt.), Lieutenant (Lt.), Chief of Police (Chief), and all other such steps which may be created in the future.

D. **Composite Score** - means the total score, based upon an aggregate of all the component Scores of the promotion system as described further herein.

E. **Associates Degree** - means a two-year college degree granted by an accredited college or university, or 60 semester hours of credit or 90 quarter hours of credit, or graduation from an Equivalent School.

F. **Equivalent School** - Means:

   - FBI National Academy
   - Northwestern University School of Police Staff & Command
   - Southern Police Institute

G. **Working Days** - means Monday through Friday, 0800 to 1600, excluding holidays.

H. **Effective Date** - means the date upon which promotion would become effective if granted.

IV. MINIMUM ELIGIBILITY REQUIREMENTS

To be eligible for consideration for promotion each candidate must meet the following minimum requirements:

A. **Candidates for Promotion to Rank of Patrolman First Class (PFC)**
1. Must timely submit an application.

2. Two (2) years time-in-service. Any officer who becomes eligible for promotion during the upcoming eligibility period may test.

3. Not on disciplinary probation as of effective date of promotion test.

4. Most recent evaluation must have had a “Good” evaluation.

B. Candidates for Promotion to Rank of Corporal (Cpl.)

1. Must timely submit an application.

2. Complete four (4) years time-in-service.

3. One (1) year time-in-grade as PFC.

4. Not on disciplinary probation as of effective date of promotion test.

5. Most recent evaluation must have had a “Good” evaluation.

6. Must presently hold rank of Patrolman First Class.

C. Candidates for Promotion to Rank of Master Corporal (M/Cpl.)

1. Must timely submit an application.

2. Complete five (5) years time-in-service.

3. One (1) year time-in-grade as Cpl.

4. Not on disciplinary probation as of effective date of promotion test.

5. Must presently hold the rank of Cpl.

6. Most recent evaluation must have had a “Good” evaluation.

D. Candidates for Promotion to Rank of Sergeant (Sgt.)

1. Must timely submit an application.

2. Completed six (6) years time-in-service.

3. One (1) year time-in-grade as M/Cpl.

4. Not on disciplinary probation as of effective date of promotion test.

5. Must presently hold the rank of Master Corporal.
6. Most recent evaluation must have had an “Very Good” evaluation.

E. The Chief of Police has the sole responsibility to select a Staff Sergeant from the current list of Sergeants in the Department or a COPT certified officer from an outside agency.

V. NOTICE OF PROMOTION OPPORTUNITIES

A. The Chief of Police shall announce when promotional testing will be conducted.

B. Notification shall be in writing in the form of a Directive Memorandum that shall be prominently posted on the bulletin boards of the Department and in the form of regular announcements at Roll Calls.

C. The Directive Memorandum shall include as a minimum, the following information:
   1. A schedule of dates, times, and locations of all elements of the promotion process;
   2. A description of eligibility requirements for each rank; and
   3. A description of the process to be used in selecting personnel for promotion.

VI. APPLICATION

A. All personnel desiring to be considered for promotion shall, within ten (10) working days of the date upon which the Order announcing promotion opportunities is posted, submit an application through the chain of command to the Chief of Police on forms provided for that purpose.

B. An application shall be deemed to have been filed in a timely manner if hand delivered and/or received by the applicant’s supervisor no later than the fifth working day, and so marked by said supervisor as being so received. Thus, if an applicant anticipates the posting of promotion opportunities while they will be on leave or away at training, they should file an application with their supervisor prior to said leave.

C. Failure of personnel to file their application on time as set forth in paragraph A of this section shall be grounds for their being ineligible for promotion.

VII. ELEMENTS OF THE PROMOTION PROCESS THROUGH RANK OF SERGEANT

The promotion process is comprised of several elements (components), each of which serves a different purpose in the process. Written Examinations and Oral Board Examinations are all used in a 100 point system to establish a rank ordered list from which selections will be made based upon merit. (NOTE: Percentage points equal actual points on a 100 point scale).

A. Performance Evaluations
   1. Police Officer Performance Evaluations are completed on each officer in his/her present position annually.
   2. While recognizing that these evaluations are not, in and of themselves, predictive tools designed to project potential for promotion, they do, however, serve as a historical basis for determining each officer’s proven ability to grow and mature in their present assignment and rank.
3. It is reasonable to believe that a person who has performed well at their present level could be expected to perform better at the next higher level than a person who performed at a lesser level of competence at their present rank level.

4. Therefore, written annual evaluations will be used in the promotion selection process. Candidates for all ranks must have a “Good” or above evaluation.

B. Education

1. Education is an important factor in the promotion system. Education helps an officer to understand different leadership theories and understand diversity. An educated officer will better connect with the students that we serve.

2. Officers that are educated tend to learn quicker and understand law enforcement supervision at a higher level. Therefore, the below points will be awarded to officers holding the below degrees:

   - Associate’s Degree = 2% (2 points)
   - Bachelor’s Degree = 4% (4 points)
   - Master’s or above Degree = 5% (5 points)

C. Written Examinations

1. One of the primary tools for predicting the promotion potential and probable success potential of candidates will be the Written Examination.

2. The Written Examination will comprise sixty percent (60% = 60 points) of the composite score for all ranks.

3. The Written Examination will be administered through DSU HR, Chief of Police, Associate Director of Compliance and Research and Council 81 representative (Promotion Test Team) and shall be comprised of 100 questions, each valued at one (1) point for the ranks of Corporal, Master Corporal, and Sergeant. The Promotion Test Team will ensure that the questions on the written test for the ranks of Master Corporal and Sergeant have been changed by at least 50% from the previous year’s written test. The PFC test will have 50 questions, each valued at two (2) points. A DSU faculty member will review the test for proficiency prior to the test being administered.

4. Questions for the Written Examination may only be taken from the following sources:
5. There will be a Written Examination for each rank tested, but this does not preclude some of the same questions being on each Written Examination.

6. Responsibility for formulating questions on the written examinations will rest with the Promotion Test Team.

7. Each question will have assigned correct answer/answers, which shall be used to correct the candidate’s examination.

8. Candidates shall be given three hours in which to complete the Written Examination.

9. The Written Examination Test & Answer sheets shall be sealed and not scored until completion of the annual evaluation process.

D. Oral Board Examinations

1. One of the tools that will be utilized in evaluating the promotion potential and probable success potential of candidates will be the Oral Board Examination.

2. The Oral Board Examination score will comprise thirty-five percent (35% = 35 points) of the total composite score for all ranks.
3. The oral board panel will consist of staff officers from outside police agencies. Therefore, Boards for each rank will be structured as follows:
   a. Master Corporal -three officers (Master Corporal and two Sergeants)
   b. Sergeant -three staff officers (Sergeant and two Lieutenants)

4. Oral examination by the Board shall be based upon a uniform series of questions and scored pursuant to suggested guidelines for each question which will be recorded upon standardized forms with established rating scales designed to assess defined personal attributes.

5. Responsibility for formulating questions to be asked by any particular Board shall rest with the Promotion Test Team.

6. Each candidate shall be rated in each of five (5) personal dimensions displayed by the candidate during the oral board session, as they relate to the applicant's ability to perform in the rank for which the candidate has applied. These personal dimensions shall include:
   a. Composure, poise, self-confidence
   b. Appearance, military bearing, command presence
   c. Analytical skills, problem solving and decision making
   d. Communication skills - grammar, vocabulary, word choice and usage
   e. Communication skills - ability to organize, develop, and express ideas and information

7. Weight and Scoring
   a. The following values shall be assigned to each category within which the applicant is to be scored by the members of a board:
      1) Composure, poise, self-confidence - 10%. 10 weight factor
      2) Appearance, Military Bearing, Command Presence - 10%. 10 weight factor
      3) Analytical Skills, problem solving and decision making - 40% 40 weight factor
      4) Communication skills - grammar, vocabulary, word choice & usage - 20%. 20 weight factor
      5) Communication skills - ability to organize, develop and express ideas and information - 20%. 20 weight factor
   b. Each Oral Board Examiner shall, using the forms provided, score each candidate in each of the above categories, apply the descriptive "bench marks" provided for each category, on a scale of 40 to 100 in five (5) point increments (i.e. 40, 45, 50, 55, etc.). Sample form is attached.
   c. The examiner shall then multiply the rated score in each category by the weight
factors shown above, thus computing the weighted score for each category. The weighted scores for each category shall then be added together to form the total score of that examiner for that candidate.

d. The scores for each candidate compiled by each member will then be added so as to provide a total of three scores for each candidate which will then be divided by 3 (the number of examiners scoring the candidate), thus providing an average score for each candidate. This average of the three examiners’ scores shall constitute the total Board Examination score for the candidate.

8. Examination of each candidate by the Oral Board shall be thirty (30) minutes in duration. Examination sessions shall be scheduled at appropriate intervals to allow ample time for the examiners to properly complete their score sheets on the previous candidate before examining the next scheduled candidate.

E. Ranking of Candidates

1. Upon completion of the various components as set forth above, and the assignment of points there under (Paragraphs A-D, inclusive), the weighted scores (points) shall be combined to establish the Composite Score (total) for each candidate.

2. The applicants for each rank shall be listed according to their Composite Scores, in descending order from the highest to the lowest.

3. 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.

F. Tie score resolution

In the event of a tie composite score, the Chief of Police will decide the promotion.

VIII. PROCEDURE FOR IMPLEMENTATION

The following procedures shall govern the administration of the Promotion System as contained herein.

A. Identification of Eligibility Testing

The Chief of Police shall identify and announce eligibility testing no later than five days after a rank vacancy.

B. Determination of Initial Eligibility

The Promotion Test Team shall review all applications received within the five-day application period as set forth in Part VI, above. All applications shall be reviewed for completeness, accuracy, and to ensure that all minimum eligibility requirements have been met.

C. Notice of Initial Eligibility

Within three working days after the close of the application period, the Chief of Police shall, simultaneously, make the following notifications:

1. Post, through Directive Memorandum prominently displayed on Departmental Bulletin
Board(s), the names of all candidates eligible for each rank; the date, time, and location of each individual candidate’s Oral Board Examination appointment.

2. Notify, by letter, each candidate who was found ineligible for further consideration for promotion as to the reason(s) for ineligibility and the procedure for appeal of this decision.

D. Close of Appeal

Time for appeal closes two working days after posting of Notice under the preceding paragraph (C).

E. Resolution of Appeal

All appeals shall be considered and dealt with within three (3) working days of the close of time for filing appeals. Result of review shall be forwarded to the appellant in writing in a timely manner.

F. Written & Oral Board Examinations

Written & Oral Board Examinations shall be conducted in a timely manner. Written & Oral Board Examinations should commence within ten (10) working days after notification of eligibility as set forth in Paragraph C, above, but should take place no sooner than three (3) working days after said notification to allot at least a minimal amount of time for candidates to refine their preparations for the examination.

G. Notice of Written & Oral Board Examination Results

A listing of all candidates undergoing examinations for any given rank shall be prominently displayed on all Departmental Bulletin Boards along with the weighted value of each Written & Oral Board Examination score. This posting shall also serve as notice to candidates wishing to review the questions and answers to written and oral examination and/or standardized score sheets used to record the candidate’s performance during the oral examination that they may do so and shall set forth the procedures for this purpose as well as those for appeal.

H. Close of Appeal - Board

Time for appeal of the Written & Oral Board Examination results closes in accordance with rules established within this General Order.

I. Resolution of Appeal - Board

All appeals shall be considered and dealt with accordingly within three (3) working days of the close of appeals.

J. Posting of Promotion List

1. Upon completion, the Chief of Police shall post the Promotion List for that promotion cycle.

2. The Promotion List shall contain a listing of all candidates for each rank in descending order of their composite Promotion Scores. Said listing shall show only the final (total) score for each candidate.

K. Close of Appeal - Listing

Time for appeal of the Promotion List closes two working days after posting of the Notice.
L. Resolution of Appeal - Listing

All appeals of the Promotion List shall be considered and dealt with accordingly within three (3) working days of the close of appeals.

M. Posting

The Promotion List shall be posted after all appeals have been resolved.

IX. APPLICANT APPEAL PROCESS

It is the policy of this Department that each applicant/candidate for promotion receive fair and equitable treatment at the hands of the Promotion System. To ensure that this goal is met, each applicant/candidate should have the right to challenge adverse decisions made during the selection process.

A. Right of Appeal

The rights of appeal afforded to each applicant are as follows:

1. Eligibility

An officer who received notification of his ineligibility to be considered for promotion shall have the right to challenge such determination. The scope of this appeal shall be limited to issues of:

a. Timeliness/completeness and accuracy of the application;

b. Determination as to whether applicant meets education requirements, if any;

c. Determination as to whether applicant meets any special requirements, if any.

2. Written & Oral Board Examination

a. An officer may review the questions and answers used in the written examination, in addition to summary sheets reflecting the officer's performance during the oral board examinations.

b. The general review of this material by an officer, as well as the review by an officer for appeal purposes, is accomplished as one process.

c. The time for review will be set by Directive Memorandum following the completion of the final oral board and the posting of those results. This Directive will be posted within two working days of that posting. The review time will be limited to one hour. Each officer will be assigned a one-hour slot.

d. The Promotion Test Team, or designee, is charged with overseeing the review process. The review of the examinations will be conducted in the presence of one staff officer and any additional personnel the Promotion Test Team may find necessary to assign.

e. A room will be designated in which the review will occur. Within that room will be all texts and materials from which the questions were drawn. Additionally, writing
material will be available so that the appeal can be written prior to the officer leaving the room. (All appeals must be written and submitted to the on-duty staff officer prior to the officer departing the room). Once the officer has left the room, he/she will not be allowed to return at any other time. There will be a one-hour total time limit for review of written/oral examination documents in accordance with this Policy. The assigned staff officer, at his/her discretion, may allow an officer to temporarily leave the room, with an escort, for a reasonable excuse.

f. The assigned staff officer will ensure that all officers seeking a review are properly recorded in a log which identifies the officer's name, date, time in and time out.

g. The identity of each scorer for the oral examination shall, however, remain confidential regarding which Examiner assigned which score. Appeals shall be limited to issues related to:

1) Validity of answers to written questions.
2) Whether questions were legitimately within the scope of this Order.
3) Mathematical computation of scores, preliminary and final.
4) General appeal in which an applicant shall have the right of general appeal where it is alleged that the integrity of the system has been breached through cheating, or otherwise, to place appellant in a position of disadvantage or some other person in a position of advantage, either of which operated to appellant's detriment.

B. Rules for Appeals

1. Time for filing

2. Writing required

All appeals shall be in writing, addressed to the Promotion Test Team. Letters of appeal must contain the following, at minimum:

a. A description of the problem sufficient for the reader to determine the nature of the complaint.

b. A description of the facts which form the basis for belief that a mistake has been made or a wrong doing has occurred, sufficient to justify a grant of relief.

c. A description of the relief sought by appellant.

3. Delivery of Notice

a. All letters of appeal addressed to the Associate Director of Compliance & Research shall be given to the Associate Director of Compliance & Research in the review room and forwarded to the Chief of Police in a sealed envelope which shall be plainly marked as a "Notice of Appeal".

b. It may be reasonable to believe that an officer filing an appeal may have evidence/documents which support his/her appeal but not available in the reviewing room. The officer should make note of this in his/her letter of appeal and forward such information to the Promotion Test Team within one working day of the filing of the
appeal.

4. Burden - Each applicant for appellate relief shall set forth in the application (letter of appeal) such facts as would lead a reasonably prudent person to believe that substantial evidence exists to believe that a mistake has been made or a wrong doing has occurred.

C. Appellate Review

Appellate review shall be conducted by the Chief of Police whose decision on the matter shall be final under this policy.

1. Appeals on the Record/Investigation
   In most cases, appeals can be, and shall be, decided solely on the record. However, the Chief of Police may conduct an investigation into the issues raised by the appeal. The Chief of Police retains authority to delegate such investigative responsibilities to an impartial subordinate, as appropriate.

2. Not Adversarial
   In no case shall the appellate process become an adversarial proceeding or hearing.

3. Time of Review
   The Chief of Police shall, within three (3) working days of the close of the applicable appeal period, resolve the appeal and shall, immediately thereafter, notify the appellant of his decision in writing.

D. Appellate Relief

The Chief of Police shall have the authority to grant such relief as may be necessary to correct the wrong complained of by appellant, including, but not limited to:

1. Suspending/staying further proceedings under this Order pending investigation.

2. Suspending/staying further proceedings under this Order pending correction of the wrong.


4. Reevaluation/computation and assignment of points as required by the facts.

5. Such other and further remedy as may be just and proper, including any combination of the above remedies.

6. Ordering a new Written Examination, whether with or without new questions.

7. Throwing out questions in the Written Examination and giving credit for a correct answer.

In any event, reapplication shall not be required after successful appeal.

X. PROMOTION SYSTEM INTEGRITY

A. Confidentiality

1. No person, as an author of a question, Examiner, or person with access to written or oral board questions or answers shall in any way breach the integrity of the system by making any information concerning either questions or answers available in any form to anyone not
authorized access thereto.

2. No person shall discuss questions/answers to any oral board question to which he/she has gained access (legitimately or otherwise), with anyone until after the completion of all oral boards.

3. No member or employee of the Police Department shall engage in any course of conduct, either alone or in concert with others, which in any way endangers the integrity, fairness, impartiality or security of the Promotion Process.

4. Any person having knowledge of a breach of system integrity as described above, shall have an affirmative duty to report same immediately.

5. Any person violating these provisions of this Order shall be deemed to have engaged in Gross Misconduct and may be subject to punishment in any manner provided for under the Rules and Regulations, including termination from service, and shall, in any event, be barred from participating in the promotion process for a period of at least two (2) years thereafter and forfeiture of any proceeds of his wrong doing, including rank.

B. Systems Review

The promotion system set forth herein shall be subject to review and modification as may be necessary from time to time. The review shall be completed in accordance with established guidelines.

C. Training

1. Training shall be conducted for all Oral Board Examiners to ensure uniformity of scoring and to ensure system integrity.

2. This training shall occur before any Oral Board Examiner sits as a member of any Board and shall be conducted prior to the opening session of each Board during each promotion cycle.

3. Training shall, as a minimum, consist of a review and discussion of each question and the "suggested" answer(s) thereto, as well as the operation and application of the rating system.

XI. OFFICER RESPONSIBILITY

A. Where an act under this Order is required by an applicant officer, TIME IS OF THE ESSENCE and no waivers shall be granted. The fact that an officer is on vacation or days off shall be of no moment and totally irrelevant.

B. Officers failing to appear for Oral Board Examination when scheduled will automatically be disqualified.

C. The sole exceptions to this rule shall be in the event an officer is required by direct order from a superior or by subpoena to be elsewhere at the appointed time and date; and even then, it shall be the responsibility of the officer to notify the ranking officer of the Oral Board panel of the potential scheduling conflict and to arrange an alternate appointment.

D. Officers claiming conflict due to circumstances other than subpoena shall cause the conflict to be
verified in writing by the Patrol Commander. Officers failing to file notices of appeal or to prosecute same in a timely manner shall be deemed to have waived same.

XIII. **PROBATION**

A. All officers promoted under authority of this Order shall, without exception, be subject to and successfully complete a period of probation of not less than six (6) months, which may, for cause, be extended for such period(s) as may be necessary except that no period of probation, either alone, or in conjunction with one or more extensions, shall exceed an aggregate period of twelve months.

B. All newly promoted employees on probation shall undergo close supervision.

C. Any newly promoted employee on probation who fails to successfully complete said probation period(s) shall forfeit their right to hold the new rank/position and shall revert to their previous rank.

VIII. **SUPERSEDES**

This order supersedes and replaces any and all previous directives and procedures written and otherwise, which are not in total conformity herewith.

XVI. **EFFECTIVE DATE**

This order shall become effective immediately upon execution and issuance.

ORDER EXECUTED and ISSUED this _______ day of ___________ 2019

_________________
Harry W. Downes, Jr.
Chief of Police
APPLICATION FOR PROMOTION

TO:                   Chief Harry W. Downes, Jr.
FROM:
DATED:
RE: Request for Consideration for Promotion

Please accept this as my application to be considered for promotion as announced by the notice dated ____________________.

The rank I wish to test for is: PFC ___  Cpl ___  MCpl ___  Sgt ___

My last Evaluation was overall ______________

Respectfully submitted,

________________________
Signature

------------------Staff Use Only------------------

Time In-Service ______

Time In-Grade ______

Initial

______ Officer is eligible for promotion

______ Officer is not eligible for promotion

Reason officer is unable to be promoted:
I. PROMOTION SYSTEM

ORAL BOARD EXAMINATION SCORE SHEET

CANDIDATE: __________________________________________

RANK/POSITION TESTED: _____________________ DATE: __________

1. Composure, Poise, Self Confidence:

   Raw Score: ______ x .10 = Weighted Score: ________

   40 45 50 55 60 65 70 75 80 85 90 95 100

   40 = Ill at ease, tense, nervous, unsure of self, lacked self confidence throughout

   70 = Appeared composed, relatively calm, displayed air of confidence

   100 = Totally at ease, relaxed, and displayed air of self confidence even when faced with difficult questions and decisions

2. Appearance, Military Bearing, Command Presence:

   Raw Score: ______ x .10 = Weighted Score: ________

   40 45 50 55 60 65 70 75 80 85 90 95 100

   40 = Hair not groomed, shoes, leather, brass dull/scratched, uniform wrinkled/dirty, slouched, failed to render appropriate honors/respect to Board, failed to display command presence, generally was a poor example of an officer by action/appearance

   70 = Hair, uniform, shoes, leather, brass all within regulations, stood/sat erect, properly saluted/reported to Board and addressed Board properly on most occasions, generally displayed command presence and set an example of a good officer

   100 = Outstanding in appearance and demeanor, shoes, leather, brass highly polished, hair neatly trimmed/groomed, sat/stood erect at all times without stiffness/awkwardness, is an outstanding example of what an officer should be by acts/appearance
3. **Analytical Skills, Problem Solving & Decision Making:**

   Raw Score _______ x .40 = Weighted Score: ________

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   40 = Unable to apply known concepts/principles by analogy, decisions illogical, unable to recognize and deal with potential problems, allows personal fears/prejudices to color thinking, easily confused, intellectually unsuited for new position

   70 = Generally applies concepts/principles to analogy in logical and acceptable manner, displays ability to think clearly and is difficult to confuse, able to recognize and logically deal with potential problems, intellectually well suited for new rank/position

   100 = New rank/position will present little or no intellectual challenge, ability to recognize, project and deal with hidden problem areas far above average, solves problems through analogy naturally and with relative ease.

4. **Communications Skills – Grammar, Word Choice and Usage:**

   Raw Score _______ x .20 = Weighted Score: ________

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   40 = Used poor grammar/diction, choice of words inappropriate for setting, frequently used "street slang"/profanity, used words without apparent understanding of meaning or impact, may be expected to embarrass self and/or department

   70 = Displays acceptable standards of grammar/diction, choice of words appropriate for setting, seldom used police/"street slang", never used profanity during examination, used words in manner indicative of understanding their meaning and impact

   100 = Displayed total mastery of English grammar/diction, choice of words always appropriate for setting, never resorted to slang or profanity of any kind, capable of communicating at any level of society with which candidate may have contact in new rank/position
5. Communication Skills - Ability to Organize, Develop, and Express Ideas & Information:

Raw Score _______ x .20 = Weighted Score: _________

| 40 | 45 | 50 | 55 | 60 | 65 | 70 | 75 | 80 | 85 | 90 | 95 | 100 |

40 = Responses confused, illogical, answers vague, disorganized, rambled, wasted time or irrelevant material, failed to answer question(s) asked, left listener confused as to speaker’s meaning

70 = Responses presented in logical, well developed manner which allowed listener to follow candidate's train of thought and to understand ideas/information being presented, answered question asked succinctly and understandably, may be expected to communicate effectively at a level expected of a person holding new rank/position

100 = Dynamic speaker, able to convey complex thoughts clearly and succinctly, able to explain in brief, concise manner, never wasted Examiners time, may be expected to represent Department well at all levels of society.

A. ORAL BOARD EXAMINATION TOTALS

1. WEIGHTED SCORE: _________
2. WEIGHTED SCORE: _________
3. WEIGHTED SCORE: _________
4. WEIGHTED SCORE: _________
5. WEIGHTED SCORE: _________

TOTAL _________
I, the undersigned Examiner, do hereby certify that I have examined the above designated Candidate and that the scores shown above were truly and fairly derived without outside influence to the best of my ability.

__________________________
Examiner’s Signature

__________________________
Date