

**COLLECTIVE BARGAINING AGREEMENT
JULY 1, 2009 – JUNE 30, 2013**

**DELAWARE STATE UNIVERSITY
DOVER, DELAWARE**

AND

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

**DELAWARE PUBLIC EMPLOYEES COUNCIL 81
LOCAL UNION 1267**

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AGREEMENT

Entered into 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 1267 hereinafter referred to as the "Union."

PURPOSE

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 13, Title 19, and Delaware Code.

ARTICLE I – Union Recognition, Union Security and Deductions of Union Dues or Service Fees

1.1 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 cases as stated below:

Local 1267, Plant Maintenance employees, Case 52, dated June 30, 1968

Any future additions, amendments, deletions, or clarification of this bargaining unit shall be in accordance with rules and procedures of the Public Employment Relations Board (PERB).

- B. "Reasonable Time" or "Reasonable Notice" shall normally be ten (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 in the Bargaining Unit must be informed by the Human Resources Office of the existence of the Collective Bargaining Unit and provided with an introductory packet supplied by the Union.

1.2 Union Security and Check Off

- A.** All future employees covered by this Agreement who are hired on or after the effective date and who have completed their probationary period shall, as a condition of continued employment, make application to join the Union, and become members of the Union and remain members of the Union for the life of this Agreement. Employees of the University whose recent date of hire precedes August 1, 1968 may or may not become members of the Union at their election.
- B.** All employees in the Collective Bargaining Union for more than thirty (30) days who are not, who do not become or do not remain members of the Union, shall, during any such period of non-membership pay to the Union a service fee equivalent to the dues uniformly required of its members as a condition of employment, except employees hired prior to August 1, 1968.
- C.** The Union agrees that an employee's payment of dues shall constitute his or her membership insofar as this Agreement is concerned. Any other reason advanced by the Union for terminating the Union membership of any member of this Bargaining Unit shall not be considered cause for dismissal by the University.

1.3 Deductions of the Union Dues or Service Fees

- A.** The University agrees to the adoption of a check-off system whereby Union dues or service fees are established by the Union and will be withheld from the Employee's pay in equal amounts (as the frequency of the period may require). Such deductions for Union dues or service fees are to be transmitted to 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 or service fees. The term "dues" shall not be deemed to include fines, assessments, contributions or other forms of payment required from AFSCME members.

ARTICLE II – Rights of Management

- 2.1** The Union recognizes that an area of responsibility must be reserved for Management if it is to function effectively. In recognition of this principle, it is agreed that the following are responsibilities of Management and are not subject to collective bargaining:
 - A.** The determination of services to be rendered;
 - B.** The determination of the sole right to hire;
 - C.** The determination of the number of men or women to be employed or to be retained in employment;
 - D.** The necessity for overtime and the amount of overtime required;
 - E.** The establishment and maintenance of performance standards and discipline;
 - F.** The adoption of University working rules and regulations;
 - G.** All rights and responsibilities of Management not specifically modified by this Agreement.

2.2 The University specifically reserves the right to contract out any services which may presently be rendered by permanent employees of the University. No permanent employee will be terminated as a result of any services contracted out; and services contracted out will be for emergencies or work overload situations or problems only. Contracting out will not be used to avoid the payment of overtime or be for more than 60 days in a 12-month period. This restriction does not apply to temporary help filling the position of an employee on authorized leave.

2.3 Union and Management agree that neither Management nor the Union and its members will intimidate or coerce any employee with respect to his or her right to work or with respect to Union activities or to representation by Local 1267.

This clause is intended as a general statement of the rights and responsibilities of the employer and shall not be used to threaten, harass or intimidate employees.

2.4 Should the Union object to any rule or regulation in violation of this Agreement, it may resort to the grievance procedure outlined in this Agreement including arbitration.

ARTICLE III – Union Stewards and Representation

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

3.2 A written list of Union Stewards 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.

3.3 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. Such approval will not be unreasonably withheld.

3.4 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.

ARTICLE IV – Labor – Management Meetings

4.1 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 Contract.

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 contract, the final decision shall be reserved by Management after giving due consideration to the employees' concerns expressed.

ARTICLE V – Grievance and Arbitration Procedures

5.1 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 35 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. If the grievance is about the supervisor's personal behavior toward the grievant, as outlined in the University's Non-discrimination or Sexual Harassment Policies/Procedures, the grievance shall be filed at Step One.

The second paragraph of paragraph 5.1 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 X in which case the grievance will be filed at Step One. See discrimination complaints procedure.

If an employee initiates a formal grievance at Step One (in a timely basis) without such an informal resolution effort, they will be directed back for the informal process and the time limits will begin anew.

5.2 Step One - Department Head

The Union steward, with the aggrieved employee, shall discuss the grievance or dispute with the Department Head within ten (10) working days of the event that gave rise to the grievance or knowledge of its occurrence. The grievance will be initiated by submitting a completed Grievance Form to the Department Head.

The Department Head shall attempt to resolve the matter and shall respond to the Union Steward and the Office of Human Resources within three (3) working days.

5.3 Step Two - The Office of Human Resources or Designee

If the decision at Step One does not resolve the grievance, the grievance shall be submitted to the Office of Human Resources within five (5) working days. The Office of Human Resources or designee shall discuss the grievance within three (3) working days of its 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 Office of Human Resources or designee shall respond in writing within three (3) working days of the meeting.

5.4 Step Three - Vice President or Designee

If the Step Two decision does not resolve the grievance, the grievance may be appealed to the Office of Human Resources within ten (10) working days. The Vice President or designee shall meet with the aggrieved employee, the Union Steward, the President of the Local or Chairman of the Grievance Committee and a Representative of Council 81. The Vice President or designee shall respond in writing within five (5) working days after the meeting

5.5 Step Four – Arbitration

If after receipt of the decision of the Vice President or Designee, the grievance has not been resolved, the Union may request arbitration by registered or certified mail to the Vice President or designee not later than twenty (20) working days after postmarked mailing date of such decision.

5.6 During the next twenty (20) working days, the University, the Director of Council 81 or designee and the Union President or designee may meet and attempt to resolve the grievance. If this meeting fails to resolve the grievance, or if no such meeting is held, the Union may proceed to arbitration under the Voluntary Labor Arbitration Rules of the Federal Mediation and Conciliation Service.

5.7 At the arbitration hearing, the grievant shall be accompanied by such representatives as the grievant and/or the Union shall select and by witnesses who have information relevant to the grievance.

5.8 The arbitrator shall render a decision no later than thirty (30) calendar days after the conclusion of the hearing. Such a decision shall be final and binding. The award shall be in writing and set forth the arbitrator's opinion and conclusion on the issues submitted.

5.9 The arbitrator shall be without power to make decisions contrary to or inconsistent with, or modifying, or amending the terms of the Agreement.

5.10 Cost of Arbitration

The costs for the services of the arbitrator, administrative fees, and the hearing room shall be shared equally by the parties. Any other expenses shall be paid by the party incurring the same.

5.11 Grievance Hearings and Meetings

Grievance hearings and meetings shall take place during normal work hours. For the convenience of both parties, grievance hearings involving employees who work a second shift shall be held as close to their starting times as practical. Employees who must attend these hearings or meetings will be excused without loss of pay.

5.12 A grievance may be filed initially at Step Three within the ten (10) working days of the occurrence of the event giving rise to the grievance that are provided for in Step One, by the Union President on behalf of the membership in those cases where there is an alleged system-wide violation of the Contract.

5.13 It is agreed between the parties that Saturdays, Sundays and holidays shall not be applied in computing time limits in grievance procedures.

5.14 Back Pay Awards

Back pay awards will be paid within two (2) pay periods after the decision has been received unless the arbitrator's ruling is being appealed by the University. The University will notify the Union if it intends to appeal.

ARTICLE VI – Seniority, Layoff, and Recall

6.1 Within each bargaining unit, seniority shall be defined as length of continuous service with the University, except as otherwise specified in the Contract.

6.2 New employees shall serve a ninety (90) day probationary period, which may be extended up to an additional ninety (90) days by mutual agreement of the parties. During this probationary period, the employee may be discharged without recourse to the grievance procedure. Upon completion of the probationary period, the employee shall be considered permanent and placed on the seniority list retroactive to his/her date of hire.

A. An employee shall lose seniority standing upon voluntary resignation from employment or discharge for just cause. An employee's seniority shall not be terminated because of authorized leave of absence or layoffs unless such period of absence exceeds one (1) year. An employee who resigns and is reinstated within one (1) year shall receive credit for all seniority accrued up to the time of separation.

B. When a vacancy occurs in custodial services, seniority shall control the choice of assignment among employees on that shift.

6.3 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 a 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 the similar type work in any classification at the same or lower pay grade, provided he/she has sufficient seniority.

6.4 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 Human Resources Office from the employee. The employee shall be responsible for keeping the Human Resources Office informed of any changes in address.

- A. Unemployment compensation coverage shall be provided for all employees as may be determined under prevailing federal laws by the appropriate State authority.

6.5 An employee who exercises bumping rights to another position shall retain their salary.

6.6 An employee who is given notice of lay-off shall be given the option to leave vacation and sick leave on the books for up to one year or receive payment for vacation at the time of lay-off.

6.7 Posting of Vacancies

The University will print and provide to the Local Union President a copy of the notice of any and all vacancies in Bargaining Unit positions. The University will also provide to the Local Union President notification when the vacancy has been filled which includes the name of the employee, the effective date of hire and the salary level.

6.8 A seniority list shall be provided by the University to the Local Union President twice annually, on April 1 and October 1 of each calendar year. The seniority list shall include the name, hire date, position title, and current annual salary of each bargaining unit employee. The content of this list may be modified by agreement of the parties.

6.9 The University shall provide to the President of Local 1267 a list of all new employees covered by the Local on a quarterly basis. The list shall include the name, hire date, position title and current annual salary of each new employee.

- 6.10** The University shall provide to the President of Local 1267 a list of all separated employees (discharges, retirements, and resignations) covered by the Local on a quarterly basis. The list shall include the name, hire date, position title and current annual salary of each employee at the time of separation.

ARTICLE VII – Temporary Transfers

- 7.1** The University shall have the right to make temporary transfers for continuous periods up to thirty (30) days in order to meet operational requirements or to avoid temporary layoffs.
- A.** If the transfer is to an advantageous or desirable job, the most senior qualified employee from among those available shall be given preference.
 - B.** If the transfer is to an undesirable job, the least senior employee shall be transferred.
 - C.** An employee temporarily transferred to a position in a higher class shall be paid at the lowest rate of such class, which exceeds his or her regular rate of pay. If the employee is transferred to a position in the same or lower class the employee shall suffer no reduction in pay.
 - D.** Any job that requires more than thirty (30) days of temporary transfer shall be considered an available job.

ARTICLE VIII – Bidding, Transfers and Promotion

- 8.1** Applications for promotion and for lateral transfer within the same job classification will be given preference based upon skill, experience and ability. Seniority will control in cases where employees have relatively equal qualifications, experiences, evaluations, and other relevant factors. No employee who makes a lateral transfer shall receive a decrease in salary except transfers to federally funded positions.
- 8.2** The University reserves the right, regardless of seniority, to transfer any employee who has suffered an injury permanent in nature, such as to render him or her unable to continue with his or her usual occupation after the University has made reasonable accommodations. The reasonable accommodations may not cause undue hardship on the University. The transfer will be to an available position for which the employee is qualified at the established rate of pay for such work. Any employee transferred shall retain in the new department the same seniority as in the department from which he or she was transferred. The University, before making such transfers, will discuss the case with the Union.

Reasonable accommodations include those things that are needed to perform the essential duties of the job. The accommodations can be adjustments to workplace environment or job responsibilities such as changing work schedules, reassigning job responsibilities, removing architectural barriers and offering auxiliary aids.

- 8.3** All persons promoted shall serve a sixty (60) day probationary period in the new position. If Management or the employee determines that he/she is unable to satisfactorily perform, he/she shall be returned to their previous position within the sixty (60) day probationary period.

ARTICLE IX - Nondiscrimination

- 9.1** The University shall not discriminate with 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, age, marital status, national origin, disability, veteran status or membership or non-membership in the Union.
- 9.2** 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, disability, veteran status and/or membership or non-membership in the Union.
- 9.3** The provisions of this Agreement shall be applied equally to all employees in the Bargaining Union without discrimination as to age, sex, marital status, race, color, creed, and national origin, 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.

ARTICLE X – Sexual Harassment, Harassment

Employees will not be subject to sexual harassment, harassment, verbal abuse or physical abuse. Sexual harassment shall be defined as unwelcome sexual advances, requests for sexual favors and generally suggestive comments or conduct. Complaints of harassment, verbal abuse or physical abuse may be filed by either the employee(s) or the Union and shall be accepted by the Affirmative Action Officer. The University agrees to fully investigate all complaints of sexual harassment, harassment, verbal abuse or physical abuse and to take corrective action when appropriate.

Grievances under this section may be filed at the appropriate level of the grievance procedure so that people involved in the complaint will not be required to hear the grievance. A Union representative may be present at the grievance meeting.

When an employee alleges verbal and/or physical abuse, by a student or visitor, the University will investigate and take appropriate action.

ARTICLE XI - Holidays

11.1 The following and such other days as the Governor may designate, shall be holidays with pay:

- A.** New Years Day
- B.** Martin Luther King's Birthday
- C.** Good Friday
- D.** Easter Monday (Easter Day for those who are normally scheduled to work on Easter Sunday)
- E.** Memorial Day
- F.** Independence Day -- July 4
- G.** Labor Day
- H.** Election Day (in even number years only)
- I.** Thanksgiving Day
- J.** Friday Following Thanksgiving Day
- K.** Christmas Day

11.2 In celebration of the Christmas season and in order to make up for the other holidays which are not celebrated by the University because of special class schedules, the University will close between December 24th and January 1st inclusive and employees will be paid at their regular rate for all days during this period in which they would normally work. When January 1st falls on a Sunday, the holiday will be celebrated on Monday the 2nd.

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

11.4 An employee required to work on a holiday shall receive time plus one-half for all hours in addition to the employee's regular pay for that day. An employee required to work on an "other day off with pay" shall be given compensatory time off, in addition to the regular pay for that day.

11.5 Any holiday which falls on a Saturday shall be observed on the previous regular workday. Any holiday which falls on a Sunday, shall be observed on the next regular workday.

11.6 If a holiday falls during an employee's scheduled vacation, such employee may be granted an additional day of vacation. This section does not apply to the Christmas season covered by 11.2

11.7 Employees who have unexcused absences on the day before or the day following a paid holiday shall not be paid for the holiday.

11.8 Holidays will commence at midnight.

ARTICLE XII - Vacations

12.1 Following the ninety (90) day probationary period, all permanent employees of the University who regularly work twenty (20) hours or more per week 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.

Fiscal Years of Employment (July 1 through June 30)	Accumulated Rate per Month	Number of days Annual Leave
First partial year	1.00	varies
First full year	1.00	12
Second through fifth year	1.08	13
Sixth year	1.33	16
Seventh year	1.43	17
Eighth year	1.50	18
Ninth year	1.58	19
Tenth through fifteenth year	1.67	20
Sixteenth through twentieth year	1.75	21
Twenty-first year and thereafter	1.83	22

12.2 Vacation benefits are prorated for employees working less than thirty-five (35) hours per week or fifty-two (52) weeks per year. A “day” shall be the regular number of hours worked by the employees on each of five (5) days during the week or one-fifth (1/5) of the number of hours regularly worked in a normal work week.

12.3 Vacations shall not be accumulated from year to year, but must be taken before the end of the next succeeding fiscal year after the year in which the vacation days were earned except that an employee may elect to carry ten (10) earned vacation days forward into the subsequent twelve-month period.

12.4 An employee leaving the employment of the University due to retirement, death, voluntary resignation, lay-off or dismissal, and is entitled to vacation benefits at the time of such termination, shall receive pay in lieu of their vacation for all unused vacation days accrued during the twelve (12) months immediately preceding the termination date plus the 10-day carry forward, if any, as provided by Section 12.3 of this Article.

A. An employee who resigns from the University shall be required to give two (2) weeks written notice in order to be paid for vacation time.

12.5 Vacation time preference will conform to the operational needs of the University as determined by the supervisor and be granted on the basis of seniority. Approval shall not be unreasonably withheld.

12.6 Pay for all vacations will be based on the rate of pay of the employee at the time of vacation.

- 12.7** Vacation will only accrue for those months during which the employee is actually at work and/or on paid leave for a total of fifteen (15) days during the month.
- 12.8** If a holiday falls within a scheduled vacation period, the employee is entitled to an additional day of vacation to compensate for the holiday.
- 12.9** An employee who is terminated or discharged after three (3) full calendar months or more of continuous service shall be paid for any unused accrued vacation time.
- 12.10** The fiscal year of Delaware State University shall be July 1 through June 30 of the next calendar year.
- 12.11** Vacation requests for periods of one week or more during June, July or August will be awarded by seniority within each department and shift if requested by May 15, of the year in which the vacation is to be taken, in accordance with the operational needs of the University. Requests received after May 15, will be awarded on a first come, first serve basis in accordance with operational needs. Employees will be given written notice of approval or denial of all vacation requests within five (5) working days after receipt, provided the request is received at least two (2) weeks prior to the date of the vacation.

If due to unusual circumstances, the University must cancel an employee's vacation after it has been approved, the University agrees to reimburse the employee for any nonrefundable deposits, etc upon proof of such loss.

ARTICLE XIII – Sick/Illness, Bereavement and Maternity Leave

- 13.1** 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 not normally be requested for less than three (3) days consecutive absence. However, should there be an attendance pattern which appears to warrant it; the employee shall be notified in writing that a physician's certificate will be required for all future absences. This certification requirement will be reviewed each six (6) months following such notification.
- A.** Employees taking time off and not complying with the conditions of Section 13.4 will not be paid for time off.
- 13.2** Sick leave shall be earned by all employees from the commencement of employment, but paid only after the ninety (90) day probationary period. Time worked as an emergency, temporary, or seasonal employee when followed immediately by permanent appointment, shall be included in computing length of continuous service.
- 13.3** One and one-quarter (1 1/4) days of credit for sick leave will be granted for each calendar month of continuous service in which the employee has worked or been on paid vacation for more than one half of the normal workdays each calendar month. An employee who has exhausted accumulated sick leave may use earned vacation for these purposes.

- 13.4** In order to qualify for sick leave, employees must comply with the following conditions:
- A.** Notify their supervisor no later than one (1) hour after commencement of work as to 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. Failure to give notice will be waived by the employer only in extreme cases where there is evidence that the employee was unable to get word to the employer in the time prescribed.
- 13.5** Employees injured in the performance of their assigned duties will be covered by Worker's Compensation. Time lost due to such injuries will not be chargeable to sick leave or vacation in accordance with Sec. 5933, Title 29, Del. Code. The employee will receive full pay to the extent of accrued sick leave and/or vacation time and only the difference between the Worker's Compensation payment and his/her regular salary will be paid after the Agreement to Compensate has been received. After the Agreement to Compensate has been received, any sick leave or vacation time charged will be reinstated and all overpayments or under payments to salary will be adjusted. Worker's Compensation checks will be given to the employee.
- 13.6** Sick leave shall accrue to a maximum of sixty (60) work days. A state employee who transfers to the University from another State agency shall be credited with prior accrued sick leave not to exceed maximum accrual upon written notice from the prior employing agency and provided there is no interruption in service.
- 13.7** At the end of each fiscal year, or upon termination other than by retirement, all employees who have accumulated sixty (60) days of sick leave shall receive payment at the rate of one-half day's regular pay for each sick leave day in excess of sixty (60) days which has accumulated during the current fiscal year. In the event of death of the employee, payment shall be made to his/her estate at the rate of one day's pay for each day of unused sick leave up to a maximum of sixty (60) days.
- 13.8** The University shall maintain accurate records of sick leave and such records shall be available to employees and the Union at reasonable times during working hours.
- 13.9** An employee who becomes confined in a hospital or nursing home as a result of sickness or injury while on leave with pay may have those days of confinement charged against accumulated sick leave by immediately notifying the employee's director of such confinement. In all other cases, the classification of leave shall be determined at the time of the employee's departure from the job and cannot be changed even though the employee may become sick while on leave.

13.10 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, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, sister, brother, son, daughter, grandparents, grandchildren, stepparent, stepchild and foster children). Additional days without pay may be granted if special circumstances warrant. One (1) day with pay is granted when death occurs for relatives outside the immediate family members. If more time is needed, accrued annual leave may be used for this purpose.

13.11 Illness on the Job

An employee who becomes ill at work, and has worked for at least three (3) hours, may be given permission to leave by his or her supervisor in order to be paid for the balance of the work day without charge to sick leave. This is a privilege which is provided for illness and not for the purpose of coming to work for three (3) hours so as not to be charged for the balance of the day. This privilege shall not be provided for an employee who has used it three (3) or more times during the preceding twelve (12) months.

13.12 Job Related Disability

A permanent employee who has a job related disability shall be returned to his/her job if the period of disability does not exceed six (6) months. An employee with three (3) or more years of continuous service, who is disabled on or off the job, shall be returned to his/her job if the period of disability does not exceed six (6) months. If the period of disability extends beyond this allotted period, the employee's employment shall terminate but he/she will be returned to the same job if it is unfilled at the termination of the disability or to a comparable job when there is an opening. If no comparable position can be found, the employee will be given first consideration on the next opening for which he/she is qualified.

13.13 Maternity Leave

Female employees desiring a maternity leave of absence 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 Human Resources Office.

A request for maternity leave carries with it the intention to return to full-time University employment when the disability is terminated according to the provisions of Section 13.12 of this Agreement. Employees taking maternity leave shall have their life insurance and their individual share of health insurance (where applicable) continued by the University until the end of the month in which the leave of absence begins.

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 disabilities caused or contributed by pregnancy, miscarriage, abortion, childbirth, and recovery therefore, on the same basis as other employees on maternity leave incurring non-occupational illnesses. An employee on maternity leave who resumes active University employment will return to the same or comparable position held at the time of beginning maternity leave.

The University will provide reasonable accommodations, unless such accommodations would cause undue hardship, to otherwise qualified persons with disabilities. Reasonable accommodations include those things that are needed to perform the essential duties of the job. The accommodations can be adjustments to workplace environment or job responsibilities, such as changing work schedules, reassigning job responsibilities, removing architectural barriers, and offering auxiliary aids such as interpreters or taped texts.

ARTICLE XIV – Family and Medical Leave and Donated Leave

14.1 Family and Medical Leave

The purpose of this policy is to set the University's Policy for providing leaves of absence to eligible employees in accordance with the Federal Family and Medical Leave Act of 1993. The Family Medical Leave Act will be known as Exhibit B.

14.2 Donated Leave Policy

The purpose of this policy is to aid employees suffering from catastrophic illnesses by enabling them to draw upon sick and annual leave donated by other employees. The Donated Leave Policy will be known as Exhibit C.

ARTICLE XV – Military Service Leave

- 15.1** "Armed Forces" are defined to include Army, Navy, Marine Corps, Air Force, and Coast Guard. "Reserve Components" are defined to include the federally recognized National Guard and Air National Guard of the United States, the Officer Reserve Corps, the Regular Army Reserve, Air Force Reserve, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve, and Coastal Reserve.
- 15.2** The seniority established by those employees entering military service will be protected and for seniority purposes they will be given credit for military service.
- 15.3** An employee who is required to take off from work for examination for induction into the Armed Services will be paid for that day or portion thereof not worked. Payment will be made at that employee's regular straight time rate up to a maximum of eight (8) hours. A night shift employee who, as a result of having to undergo such induction examination, is not reasonably able to work their regularly scheduled shift hours shall be compensated similarly.
- 15.4** Employees who have three (3) or more years of employment with the University and who are affiliated with the Armed Forces or Reserve Components will be paid their regular salary in addition to military pay when called to active duties by official State or Federal Declaration, under emergency conditions, or for annual training, up to a maximum of ten (10) days per year plus up to two (2) days in addition to be used for travel. Employees with less than three (3) years of service will be entitled only to the greater of their university or military pay.

- 15.5** In order to receive payment of salary, an employee must file prior to his or her leave, a copy of the official orders with the Human Resources Office of the University and upon return, a certification from his or her commanding officer of performance of duty in accordance with terms of the orders.
- 15.6** Full Service credit with the University is to be allowed to the extent provided by the laws of Delaware for all permanent State employees for time spent in the military service, providing the employee goes directly from University employment into military service and makes application for re-employment within ninety (90) days after being released under honorable conditions from such military service. The University shall provide for the re-employment of returning veterans in accordance with provisions of the applicable Federal and State laws and the terms of this Agreement.
- 15.7** It shall be the policy of the University to guarantee to its permanent employees who, during a national emergency, volunteer or are called for active military service, a position upon their return to civilian life equal to the one they left providing that the requirements set forth in the above paragraphs are fulfilled.
- 15.8** Permanent employees who, after ninety (90) days service, volunteer or are called for active military service, shall be paid from the date they leave the University employment for all accrued vacation to their credit at that date. The employee, at his or her discretion, may elect not to be paid for vacation but to leave it to his or her credit for use upon returning to the University.
- 15.9** These same policies shall be applicable to permanent employees who at any time are subject to the provisions of the Selective Service Act.

ARTICLE XVI – Authorized and Unauthorized Absences

16.1 Unauthorized Absence - Automatic Termination

An employee absent from his or her position for more than three (3) working days without prior notice by the employee to his or her immediate supervisor shall be considered to have voluntarily abandoned employment with the University. Such abandonment shall be final unless said employee upon return, furnishes satisfactory evidence to the University (as determined by the Office of Human Resources) for not having given prior notice.

16.2 Authorized Absence

An employee may apply in writing to his or her appropriate Vice President 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 Vice President 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 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.

16.3 Union Leave

Up to 42 worker days leave with pay over the two years ending June 30, 2012, shall be granted to the Union for conferences, seminars, workshops, conventions or other Union functions. Request for leave shall be made to the Office of Human Resources 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 (½) day.

- A. In the event that this Agreement is extended by operation of section 30.2 herein, up to twenty-one (21) additional days of Union Leave will be provided for the additional year of the Agreement. Unused Union Leave accrued during the immediate preceding contract year shall also be available for use during the extended year of the Agreement.

16.4 Personal and Emergency 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, effective July 1, 2010. 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.

16.5 Leave for Voluntary Fire Duty

Any employee who is an active volunteer firefighter and responds to a fire, rescue, ambulance, or other emergency call during the eight hours immediately prior to his/her shift, shall be permitted to come in at a time arranged between the employee and his/her immediate supervisor after the start of his/her shift to allow for the emergency and the proper amount of rest without loss of pay or charge against any leave.

ARTICLE XVII – Jury Duty/Subpoenaed as a Witness

- 17.1 In recognition that it is the obligation of every citizen to serve as a juror when called upon to do so, an employee called for jury duty or subpoenaed, as a witness will be granted a leave with full pay. An employee will be excused with pay for jury duty, but the employee must return to work if excused by the court clerk with enough time to arrive at the University with one (1) hour or more remaining in the employee's shift. If the employee fails to do so, he/she will be charged annual leave.
- 17.2 Night shift employees who normally work would not be expected to work during this period of jury duty and shall be similarly compensated.

ARTICLE XVIII – Safety and Health

- 18.1** The University and the Union shall cooperate in the enforcement of safety regulations. No employee shall be required to work in a situation, which is unsafe or unhealthy. This provision shall not be applied to variances in temperature which simply cause uncomfortable conditions or to conditions which simply cause an inconvenience to the employee.
- 18.2** In the event an unsafe or unhealthy situation is alleged to exist, the condition will be reported to the employee's supervisor. If the unsafe or unhealthy condition is not corrected promptly, the problem shall be investigated by the shop steward. If the shop steward determines that a possible unsafe or unhealthy work situation exists, he/she shall report the condition to the University's Director of Facilities for appropriate action. If the Director of Facilities does not agree with the opinion of the shop steward, the matter will be referred to the Safety Committee. During any period of dispute, or while an unsafe condition is being corrected, Management may relocate employee(s) to do their same type of work in areas where the alleged unsafe condition does not exist.
- 18.3** A safety committee consisting of three (3) representatives of the University and three (3) representatives of the Union shall be appointed for the purpose of eliminating unsafe and unhealthy work situations and to educate employees in safe work habits.
- 18.4** In the event of a medical emergency, employees may be treated at the University Infirmary. However, it is recognized that the University Infirmary and Health Service has as its primary obligation the health care of students and is not equipped or staffed to provide general health services to others.
- 18.5** The University will, at its expense, provide protective clothing, boots, and safety equipment, which in the joint opinion of the University and the Union, are necessary for the protection of employees in the Bargaining Unit.
- 18.6** When the University cancels classes because of hazardous road conditions, nonessential employees may take a personal leave day or annual leave by calling in to their supervisor or the Public Safety Office to make known their intentions. Essential employees are expected to have made personal arrangements for inclement weather emergencies. Essential employees are those who are engaged in providing food, housing and safety for resident students and protecting University property from the elements.

When the Governor of the State declares a "snow emergency" for Kent County, non-essential employees will be excused from reporting to work without loss of pay and essential employees who report for work will be paid for their regular pay plus additional pay at their straight time rate. Nonessential employees will be paid extra for reporting to work during a declared emergency only if they are specifically requested by their supervisor to report, in which case they will be compensated the same as essential employees.

Regardless of whether an official State of Emergency is declared, nonessential DSU employees will be excused from work whenever the Governor excuses employees of the Executive Branch from reporting to work during extreme weather conditions or other natural or man-made disasters.

18.7 The University shall provide stocked first aid kits for all facility shop areas.

ARTICLE XIX – Discipline Action

19.1 No employee shall be disciplined, reprimanded or reduced in rank without just cause.

19.2 Discipline is to be progressive and shall consist of oral reprimands, written warnings, suspensions, demotion or discharge in accordance with Delaware State University's Progressive Discipline Policy. Written notice of intent to suspend, demote or discharge an employee must be given to the employee not less than three (3) days prior to the proposed action.

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. Any such disciplinary action shall be taken with due regard to the employee's right to privacy.

19.3 A grievance involving suspension or discharge shall be initiated at Step Two of the grievance procedure within the time period provided for Step One and every effort will be made to expedite the grievance process in such cases.

19.4 Employees shall be entitled to a pre-termination hearing, provided they submit a written request for such hearing to the appropriate Vice President within three (3) working days of receiving written notification.

Disciplinary action shall be taken within ten (10) working days of the event giving rise to the action or within ten (10) work days of the employer's knowledge of the occurrence.

19.5 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.

Disciplinary action will be active for 18 months in the employee's file and beyond the period shall be retained for financial documentation purposes only.

ARTICLE XX – Health and Welfare

20.1 All full-time employees who have been in continuous service with the University for ninety (90) days shall be eligible to participate in the hospitalization programs as provided by the State of Delaware for State employees.

- 20.2** Permanent part-time employees are eligible to participate in the group, but are not eligible for State Share. Therefore, if they join the plan they must pay the full cost of the health plan they select (part-time employees are employees who work less than 30 hours per week).
- 20.3** 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 Employment Action (ADEA).
- 20.4** 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.
- 20.5** Worker's Compensation, Unemployment Compensation, Social Security, the State of Delaware Pension Plan, and the State of Delaware Disability Pension Plan shall cover employees. Employees must meet the eligibility requirements of these various programs.
- 20.6** Employees in the Bargaining Unit shall have parity with the faculty of the University with respect to fringe benefits in the areas of insurance, health coverage, pension, etc. Any new or improved coverage provided for faculty members shall be provided to members of the Bargaining Unit at the same time. If a benefit provided to the faculty is inappropriate to the employees covered by this Agreement, an alternative benefit of equal value may be substituted by mutual agreement.
- 20.7** Should the employees establish their own group dental plan, the University will fully cooperate by providing payroll deductions and assisting in the administration of the plan.

ARTICLE XXI – Bulletin Boards and University Facilities

- 21.1** The University agrees to provide reasonable bulletin board space where the Union may post notices of official Union matters.
- 21.2** Employees of these bargaining units may obtain student privilege for attending athletic events by paying the University an amount equal to the prevailing Student Activity Fee.
- 21.3** The University will provide the Union with office space for the Union's exclusive use within six (6) months. The office will include a lockable desk, lockable filing cabinet and at least two (2) chairs.
- 21.4** The University agrees to list the name of the Union and officers in the University phone directory.

ARTICLE XXII - Visitation

- 22.1** 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.
- 22.2** 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 XXIII - Working Conditions

- 23.1** The cost of furnishing and maintaining uniforms, protective clothing and devices required by the University will be borne by the University.
- 23.2** The University agrees to provide a mileage allowance of twenty cents (\$.20) per mile or the rate approved by the General Assembly, whichever is higher, to those employees who are required to use their private vehicles in the course of University duties.
- 23.3** Where employees are required to work unscheduled overtime in excess of three (3) hours "unscheduled overtime" being defined as when notice is not given prior to the close of the previous day's shift; the overtime schedule may be programmed to permit employees to return home during the meal period as a matter of convenience to the employees upon mutual agreement.
- 23.4** The University shall furnish a meal without charge to any employees who are required to work ten (10) continuous hours or two shifts within a twenty-four (24) hour 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 a \$5 payment as an allowance for providing his or her own meal during periods of overtime that encompass a normal meal hour.
- 23.5** An employee who is required to return to work at a time not contiguous with the regular starting or quitting time shall be credited for pay purposes with not less than three (3) hours of work at the appropriate overtime rates.

23.6 Meal Provision

The University will furnish meals, providing University facilities are available, to employees required to work under the following conditions:

- A.** Work due to a large-scale emergency such as snow removal, loss of electrical power, etc., provided the employee's services are required during a normal meal period.

23.7 Parking Section

Parking exception passes, for custodial staff assigned to tour II and tour III only, shall be provided without cost. Vehicles must be registered for lot #1 or #16 before exception pass is distributed.

ARTICLE XXIV – Hours of Work and Premium Rates

24.1 Local 1267 employee's workday shall consist of eight (8) hours and the normal work week shall consist of forty (40) hours Sunday through Saturday. However, no employee shall be assigned more than five (5) consecutive eight (8) hour days in one payroll week. Employees in emergency or special situations, who are required to work beyond five (5) consecutive eight (8) hour days, shall receive overtime pay at time and one-half for hours worked after the fifth day.

- A. The regular work week for Plant Maintenance employees shall be Monday through Friday on the first shift except when an abnormal working condition exists, then it may be changed in order to meet special conditions.

The parties agree that an alternative four-day workweek may be desirable to increase service to the University and enhance the quality of the employee's work life. Therefore, employees may voluntarily work a four-day workweek subject to the following:

1. Employees who so desire may request to work four (4) days each week, that total the same number of hours worked under the five-day schedule (either 35 hours or 40 hours).
2. The work shall be for consecutive days. Preference within each work unit shall be based on seniority.
3. Employees working a 40-hour schedule shall work ten (10) hours per day.
4. Employees working a 35-hour schedule shall work two days of nine (9) hours each and two days of eight and one-half (8 1/2) hours each.
5. Employees who desire to work the four-day schedule shall request to their supervisor in writing within thirty (30) days of the ratification of this Agreement.
6. Employees who elect the four-day workweek may opt out after six months and return to their former schedule.
7. Starting and quitting times under the four-day workweek shall not vary more than two hours from those of the five-day work week previously worked by the affected employees.

24.2 Overtime Compensation

Work performed prior to or beyond the employee's regular work hours in excess of eight (8) hours per day for forty (40) hours per week shall be compensated at the rate of one and one-half (1-1/2) the employee's regular rate of pay for such service.

- 24.3** Time and one-half shall be paid for hours worked in excess of eight (8) hours per day for forty (40) hours in any work week. Straight time shall be paid for all hours worked up to eight (8) hours in one (1) day or up to forty (40) hours in one five (5) day week. 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 eight (8) hours per day or forty (40) hours in any work week. Compensatory time should be approved prior to the commencement of work and in writing. Compensatory time can be accumulated up to 140 hours. All hours over 140 must be paid.
- 24.4** Overtime shall be divided and rotated as equally as possible within the department among those employees who regularly perform such work. Assignment of overtime shall be made on the basis of seniority with each employee who regularly performs the work being given the opportunity to work in accordance with employee's seniority. If an employee entitled to work the overtime assignment refuses it or cannot be contacted or is not available, the overtime is then assigned to the next senior employee who regularly performs the work. Each employee has a right of refusal except that if management determines that overtime is to be worked, and all employees refuse, the overtime will be rotated in inverse order of seniority among those employees who normally perform the work.
- 24.5** In the event a department needs additional employees because an assignment requires more employees than the department has who normally perform the work, this overtime work shall be divided and rotated as equally as possible among those employees in the Bargaining Unit who regularly perform such work in the same manner as stated in Section 24.4.

24.6 Overtime Compensation

Overtime will be paid within two pay periods of the period when it is earned unless there is a dispute about the overtime. The employee will be notified at the time of the dispute.

24.7 Shift Hours

The plant maintenance first shift will run from 7:30 a.m. to 4:30 p.m. The second shift will run from 3:00 p.m. to 12:00 a.m. The third shift will run from 11:00 p.m. to 8:00 a.m.

24.8 Shift Premiums

Employees regularly employed on the second shift shall receive, in addition to their regular pay, a premium of sixty (\$.60) cents per hour for such work. Employees regularly employed on the third shift shall receive, in addition to their regularly pay, a premium in the amount of sixty-five (\$.65) cents per hour for such work.

24.9 Call-In Pay

An employee reporting for emergency duty at the University's request for work which he/she had not been notified in advance and which is outside of and not continuous with his/her regular work period shall be guaranteed at least three (3) hours work at the rate of time and one-half.

Any employee who is called (telephoned) outside of normal work hours shall be compensated for that time in either compensatory time or overtime at the rate of time and one half (1 ½). Time will be earned in one-half hour increments. Resident Hall Managers are not eligible for call-in pay.

- 24.10** Employees in the Bargaining Unit required to work when all other employees are released by the President or his designee, exclusive of faculty and students, due to inclement weather shall receive compensatory time off for such time worked when taken within sixty (60) days.

ARTICLE XXV - Education

- 25.1** Class room instruction for employees at Delaware State University will be made available and encouraged.
- 25.2** 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 – distributed as follows: nine (9) undergraduate credits or six (6) graduate credits only at Delaware State University. The Vice President of Academic Affairs must approve the program of study. The courses taken by employees must have sufficient enrollment, excluding employees, to justify the course offering.
- 25.3** Employees who are regularly scheduled to work less than a regular thirty-five (35) hour week, but more than twenty (20) hours per week shall be entitled to three (3) credit hours of instruction per semester free of tuition. Employees who work twenty (20) hours or fewer per week shall not be entitled to free instruction.
- 25.4** Any employee may voluntarily take classes at Delaware State University during their lunch hour but must still work 35/40 hours a week or regularly scheduled hours. The supervisor will authorize the schedule adjustment as operational needs allow. Supervisor approval will not be unreasonably withheld. Participation in class(es) will not be considered compensable time.
- 25.5** When an employee takes courses other than those described as eligible for this benefit, then all regular University fees (including the registration) fee shall be charged.
- 25.6** The University will pay fees for off-campus training of employees when necessary instruction is requested by the University and is directly related to the University program or special requirements peculiar to State employment.
- 25.7** It shall be the responsibility of the University to provide necessary training when new equipment and/or processes are introduced, and it will be the responsibility of the employee to learn how to use the new equipment and/or processes.
- 25.8** The Delaware State University Educational Benefits for dependent children are as follows: For eligible dependents with proof of parentage, a 50% reduction of tuition fees only, shall be implemented effective July 1, 2010; and beginning July 1, 2012, 100% tuition remission shall be implemented on tuition fees only. All other fees are the responsibility of the employee.

ARTICLE XXVI – Classification Changes and New Jobs

- 26.1** 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.
- 26.2** 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 Units, or an existing job is 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 Units by arbitrary changes in title or by the creation of new classifications.

26.3 Classification and Wage Analysis

Positions audits may be conducted from time to time by the University on its own initiative or upon request by an employee or the Union for the purpose of determining whether or not an employee is performing the duties as required by the job description. When such an audit is conducted, the employee and/or the Union may request a report of the findings and the University will provide such a report within a reasonable time from the date of the request.

The Human Resources Office will complete job audits within thirty (30) days from the time the request for audits was received. Copies will be sent to the Union President, the Employee and the Supervisor.

- 26.4** The Union will be furnished copies of the job descriptions for all positions in the Bargaining Units, which are, incorporated herein by reference.

26.5 Job Descriptions

Other duties as assigned - Employees asked to perform other duties as assigned shall not be required to perform duties in a higher classification or duties that are comparable to other job classifications.

ARTICLE XXVII – Classification and Salaries

- 27.1** All permanent employees in the Bargaining Unit shall receive an increase in their annual pay to the extent and at such time as that increase is appropriated by the General Assembly of the State of Delaware during each fiscal year.

Additionally, permanent employees in the bargaining unit shall receive a one-time lump sum payment in the amount of \$500.00. This payment shall be added to the employee's base salary effective July 1, 2010.

Effective July 1, 2010, both the University and the Union agree to a wage reopening for the purpose of negotiating salary increases for 2011, 2012 and 2013.

Only bargaining unit members who were on the payroll as of July 1, 2008 and who remained on the payroll on the date of distribution of each lump sum payment shall be eligible to receive the payment. Bargaining unit employees for whom salary rates have been negotiated by the University and the Union as a result of new responsibilities since July 1, 2008, are not eligible to receive the lump sum distributions.

27.2 The Salary Guide attached will be known as Exhibit A, and all new employees shall receive pay at the rates shown for their pay grade.

The Salary Guide (Exhibit A) shall remain in effect, without change, for the duration of this agreement.

27.3 New employees shall be hired at not more than the Maximum Start rate of the applicable pay grade for the position into which they are hired.

27.4 The maximum in the Guide shall not apply to any person employed prior to July 1, 1981.

27.5 When an employee is promoted to a higher rated job on the Salary Guide, the employee's salary will be increased to the Minimum Start rate of the higher pay grade or to the employee's present pay plus seven percent (7%), whichever is greater.

27.6 Employees who are employed on a ten-month basis may request that their annual salary be paid in twenty-six (26) installments.

A. An employee who elects the 26-pay plan cannot change the arrangement during that year nor elect to begin the plan after the first day of the 10-month period.

B. Employees who elect the 26-pay plan must file a written request on forms provided by the Human Resources Department, and this authorization will remain in effect until canceled or employment terminates.

C. Should an employee terminate during the year while being paid under the elected 26-pay plan the employee may be paid in a lump sum the difference between what was paid and what would have been paid if the 26-pay plan had not been elected.

27.7 Service Compensation

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

Cumulative longevity pay is equal to the following:

	<u>Amount to be Paid</u>	<u>Cumulative</u>
5 years of service	\$150.00	\$ 150.00
10 years of service	\$250.00	\$ 400.00
15 years of service	\$300.00	\$ 700.00
20 years of service	\$350.00	\$1,050.00

27.8 If specifically funded by the State of Delaware Legislature, permanent employees in the Bargaining Unit who are below the maximum starting salary for their pay grade (after receiving the longevity increase, if applicable) shall receive on January 1 of each year an additional increase in annual salary of four (4%) percent of the maximum starting salary for their pay grade, or their salary will be increased to the maximum starting salary for their pay grade, whichever is less. The University agrees to request such funding in the annual budget.

ARTICLE XXVIII – Custodian Group Leaders/Technicians

28.1 Group Leader Compensation

Newly appointed Group Leaders are considered as probationary for the first sixty (60) days of service in that capacity.

- A.** Instances where Group Leaders are removed from group leaderships for cause, such individuals will revert to their former rate of pay at the time of the appointment, plus negotiated increments of pay, if applicable. Salary will be reduced by the five percent (5%) Group Leader premium.
- B.** There were no employees serving in the capacity of Group Leader at the effective date of July 1, 1969. Any appointment, if made, shall become effective on the date of appointment. Employees serving as seniors in their classification which require them to exercise certain characteristics of leadership are not to be considered Group Leaders unless specifically assigned the responsibilities necessary to direct the work of others in carrying out job assignments. Group Leaders shall be responsible for groups of not less than four (4) employees.
- C.** Group Leaders receive direct instructions from the immediate supervisor to be carried out by the group under their control.
- D.** One employee will be designated Shop Leader in the following shops: Electrical, HVAC and Refrigeration, Carpentry and Plumbing. Such employees so designated, will be given the same pay provisions as Group Leaders.

ARTICLE XXIX – Financial Support

29.1 It is recognized that financial support for personnel benefits, hourly wage rates and other economic factors provided for in this Agreement are contingent upon the receipt of operating funds from the State of Delaware. In the event that the amounts requested from the State of Delaware by the University for these purposes are not granted, the parties shall meet to negotiate over the deficient areas only.

Until agreement is reached and ratified by the Union, the specific provisions of this Agreement shall remain in full force and effect.

ARTICLE XXX – Term of Agreement

30.1 This agreement should go into effect upon execution and shall continue in effect through June 30, 2013, and from year to year thereafter unless at least ninety (90) days prior to the expiration date of this Agreement, or any anniversary date thereafter, notice in writing shall be given to either party by the other party of the desire to amend, alter, abrogate or negotiate a new Agreement.

ARTICLE XXXI - General

31.1 Any employee may perform required duties and functions in emergencies and for short durations of time when their services are essential. It is agreed that existing practices in this regard are satisfactory and are within the meaning of this Article. Additionally, they may engage in work for instructional purposes. Any employee may be utilized as required for emergency operations to perform work to lessen or remove the existing emergency.

31.2 The University shall provide copies of newly executed Agreement to the Union and its members.

ARTICLE XXXII – Employment of Casual Labor

32.3 The University may employ casual labor including students with the provision that the employment of such casual labor shall not cause the layoff, reduction of hours or discharge of any regular employees in the Bargaining Unit.

ARTICLE XXXIII – Alteration of Agreement

33.1 No agreement, alteration, understanding, variation, waiver, or modification of any of the terms, conditions or covenants 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.

ARTICLE XXXIV – Legal Conflicts

34.1 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 XXXV – No Strikes or Lockouts

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

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

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS ON THIS _____ DAY OF DECEMBER 2010.

ATTEST DELAWARE STATE UNIVERSITY:

BY: _____
Harry L. Williams, Ed.D., President, Delaware State University

BY: _____
Amir Mohammadi, Vice President, Business and Finance

BY: _____
Irene C. Hawkins, Assistant Vice President, Human Resources

ATTEST: DELAWARE PUBLIC EMPLOYEES COUNCIL NO. 81 AND ITS AFFILIATED LOCAL 1267, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

BY: _____
Michael A. Begatto, Executive Director, AFSCME Council 81

BY: _____
Angela LaManna, Staff Representative, AFSCME Council 81

BY: _____
Clarence P.N. Selby, President, Local Union 1267

BY: _____
James Hayman, Negotiating Committee Member, Local Union 1267

BY: _____
Carol Bynum, Negotiating Committee Member, Local Union 1267

Exhibit A – Salary

**Effective July 1, 2008
(Includes \$500.00 Lump Sum Payment
Per CBA effective 7/1/2010)**

Pay Grade	Minimum Start	Maximum Start	Maximum
7	\$ 9.27	\$ 12.28	\$ 15.27
35 hr/wk	\$ 16,867.51	\$ 22,355.21	\$ 27,804.64
40 hr/wk	\$ 19,205.72	\$ 25,477.38	\$ 31,705.33
8	\$ 9.95	\$ 13.16	\$ 16.43
35 hr/wk	\$ 18,101.37	\$ 23,962.09	\$ 29,899.67
40 hr/wk	\$ 20,516.86	\$ 27,181.87	\$ 33,934.29
9	\$ 10.57	\$ 13.89	\$ 17.47
35 hr/wk	\$ 19,238.50	\$ 25,280.71	\$ 31,800.95
40 hr/wk	\$ 21,915.43	\$ 28,820.81	\$ 36,272.51
10	\$ 11.28	\$ 14.96	\$ 18.90
35 hr/wk	\$ 20,538.73	\$ 27,231.05	\$ 34,401.39
40 hr/wk	\$ 23,401.40	\$ 31,049.76	\$ 39,244.44
11	\$ 12.11	\$ 16.00	\$ 19.96
35 hr/wk	\$ 22,049.27	\$ 29,124.01	\$ 36,332.60
40 hr/wk	\$ 25,127.75	\$ 33,213.16	\$ 41,145.15
12	\$ 12.90	\$ 17.12	\$ 21.37
35 hr/wk	\$ 23,483.34	\$ 31,150.84	\$ 38,894.81
40 hr/wk	\$ 26,766.68	\$ 35,529.52	\$ 44,373.57
13	\$ 13.85	\$ 18.40	\$ 22.95
35 hr/wk	\$ 25,211.10	\$ 33,492.97	\$ 41,771.19
40 hr/wk	\$ 28,602.28	\$ 38,020.71	\$ 46,873.57
14	\$ 14.84	\$ 19.55	\$ 24.39
35 hr/wk	\$ 27,001.60	\$ 35,586.89	\$ 44,382.51
40 hr/wk	\$ 30,787.53	\$ 40,599.30	\$ 50,151.44
15	\$ 15.75	\$ 20.90	\$ 26.18
35 hr/wk	\$ 28,665.12	\$ 38,034.37	\$ 47,652.19
40 hr/wk	\$ 32,688.70	\$ 43,396.42	\$ 54,388.21

Exhibit B-Family and Medical Leave Policy

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

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

1. Eligibility

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

2. Provisions

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

3. Reasons for Using FMLA

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

4. Qualifying Conditions

Specific conditions will determine what qualifies as a serious health condition. At least one of the following shall be satisfied: inpatient hospital care; absence from work or school for more than three consecutive calendar days that involves continuing care 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 incapacitation for more than three days; and any period of incapacitated prenatal care.

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

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

Continuing treatment means treatment two or more times, or one treatment resulting in a regimen of continuing 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.

5. Definitions

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

6. Application

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

An employee may be on a workers' compensation absence due to an on-the-job injury or illness, which also qualifies as a serious health condition under FMLA. The 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.

7. Notice and Medical Certification

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

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

The Certification of Health Care Provider can be found at the University's web site at: <http://www.desu.edu> Human Resources Forms & Templates.

8. Job Benefits and Protection

The FMLA provides maintained 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 if they fail to return to work. Coverage will be reinstated upon an employee's return without waiting until the next open enrollment period. We will not interfere with, restrain, or deny the exercise of any right provided under FMLA. Additionally, we will not discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for their involvement in any proceeding under or relating to FMLA.

Exhibit C-Donated Leave Policy

Purpose

The purpose of this policy is to aid employees suffering from a catastrophic illness by enabling them to draw upon sick leave donated by other employees.

Guidelines

Employees may donate sick leave and/or annual leave directly to other specified employees suffering from catastrophic illness pursuant to the terms and conditions set forth in this policy. They may also donate to a leave bank that eligible employees may draw upon.

Catastrophic Illness

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

Length of Service

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

Additional

- Employees must have exhausted their annual and sick leave before receiving donated leave.
- Employees receiving donated leave will have medical justification for the illness.
- Employees shall receive no more than sixty (60) days of donated leave.
- 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 List of Steps for Processing Donated Leave Form.
- The Human Resources Office will manage the Donated Leave Program and publish a Donated Leave Users Guide for administration of the program.

Exhibit D – Pay Grade List

Local 1267

Pay Grade 7

Cook
Custodian/Technician
Driver
General Services/Grounds man

Pay Grade 8

Supervisor Motor Pool
Group Leader/Technician
Tradesman

Pay Grade 9

Pay Grade 10

Plumber
Grounds Keeper/Specialist II

Pay Grade 11

Special Services Technician/Supervisor
Maintenance Mechanic II/HVAC
Maintenance Mechanic II/Electrician
Maintenance Mechanic II/Carpenter

Pay Grade 12

Heating, Ventilation, Air Conditioning
Maintenance Craftsman Mechanic/Carpenter
Senior Plumber
Maintenance Mechanic III/Electrician
Maintenance Mechanic III/HVAC

Pay Grade 13

Plumber/Shop Leader
HVAC Mechanic & Refrigeration/Shop Leader
Maintenance Craftsman Mechanic/Carpenter/Shop Leader

Pay Grade 14

Master General Electrician/Shop Leader