**Agreement**

**between**

**The State of Delaware Department of Safety and Homeland Security,**

**Division of State Police**

**and**

**Communications Workers of America, AFL-CIO, and its affiliated Local 13101**

**(Civilian Employees)**

**July 1, 2023 - June 30, 2026**

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**Preamble**

The State of Delaware, Department of Safety and Homeland Security, Division of State Police ("the State"), and the Communications Workers of America, AFL-CIO, on behalf of its affiliated Local 13101 ("the Union") shall constitute the parties to this Agreement.

**1. Purpose**

1.1 It is the purpose of this Agreement to promote and ensure harmonious relations, cooperation, and understanding between the State and the employees covered hereby which establish agreed upon standards of hours, working conditions and other conditions of employment.

1.2 To facilitate the efficient administration of this Agreement, it is understood that whenever a Union or State Official is specified herein, a designee may be substituted.

1.3 The term "day" shall refer to calendar day, unless otherwise specified. In computing any period set forth in this Agreement, the day of the act or event shall not be included. The last day of the period so computed shall be included, unless it is a Saturday or Sunday, or other legal holiday, in which event the period shall run until the next business day.

**2. Union Recognition, Security and Dues Deduction**

2.1 The State recognizes the Union as the sole and exclusive bargaining agent for the employees covered herein for the purpose of collective bargaining with respect to wages, benefits; hours, working conditions and other conditions of employment to the extent permitted by law.

2.2 The term "employee" as used herein shall include employees who are made part of the bargaining unit by virtue of the Public Employment Relations Board Certification No. 05-04-475 of November 2, 2005, and any future amendments or additions thereto.

2.3 Modifications of the bargaining unit to reflect newly created eligible classifications or official changes in classification titles will be made only in accordance with appropriate procedures of the Public Employment Relations Board.

2.4 All bargaining unit employees shall complete a nine-month probationary period. Probationary employees do not have access to the grievance procedure to challenge any disciplinary action or dismissal.

2.5 The Union shall indemnify and save the State harmless against any and all claims, demands or suits that may arise out of, or result from, any action taken or not taken by the State for the purpose of complying with this Article.

2.6 The State agrees to maintain the Union check-off system, whereby Union dues established by the Union will be withheld from the employee's pay at source in equal amounts from each pay weekly, bi-weekly, or otherwise, as the frequency of the pay period may require. Such withholdings for Union dues are transmitted to the representative designated by the Union for the previous month's earnings not later than the 20th day of each month. The Union shall notify the State 30 days prior to any change in such dues.

2.7 New unit employees shall make application to pay dues, and the State shall begin deducting the appropriate dues from the employee's paycheck in the second pay period following receipt of the employees' authorization.

2.7.1 A list of the names, home addresses, work locations, job titles and wage rates for all employees for whom dues have been deducted will be transmitted by Central Payroll to the representative designated by the Union along with the dues.

**3. Union Stewards and Union Representation**

3.1 The State recognizes and shall deal with the accredited Union Officers and Shop Stewards in all matters relating to grievances or applications and interpretation of this Agreement.

3.2 A written list of the Official Representatives of the Union shall be furnished to the State immediately after their designation and the Union shall notify the State promptly of any changes of such Union Representatives.

3.3 A written list of all Union Stewards outlining the area to be represented will be furnished to the State immediately after their designation and the Union shall notify the State promptly of any changes of such Union Representatives.

3.4 The Union will be afforded the opportunity for a 60-minute union orientation with new bargaining unit employees.

**4. Grievance Procedure**

4.1 The purpose of this grievance procedure is to provide an orderly method for the settlement of disputes between the parties over the interpretation application or claimed violation of any of the provision of this Agreement. Such disputes shall be defined as a grievance under this Agreement.

4.2 Step 1 - Second-Level Supervisor

No later than 14 days after an event or 14 days after the employee should reasonably have been aware of an event giving rise to a grievance the employee who may be accompanied by the steward, shall discuss the problem with the Second- Level Supervisor. If this discussion fails to resolve the problem, the employee shall submit the matter in writing within the aforementioned 14-day period on the appropriate grievance form to the Second-Level Supervisor. Within 7 days following receipt of the written grievance the Second-Level Supervisor shall give a written answer to the grievance. In grievances concerning a suspension or dismissal the union shall initiate its grievance at Step 2 of the grievance procedure.

4.3 Step 2 - Superintendent

If the Second-Level Supervisor's written decision is unsatisfactory, the Union may appeal the grievance in writing to the Superintendent within 14 days after the decision is given al Step 1. The Superintendent (or designee) shall, within 14 days meet with the Union who may be accompanied by the grievant and shall give a decision in writing within 14 days after the meeting. Additional individuals on behalf of the State/Department may attend Step 2 at the discretion of the Superintendent (or designee).

4.4 Step 3 - Secretary of the Department of Safety and Homeland Security

If the decision of the Superintendent is unsatisfactory, the Union may within 21 days after the decision at Step 2, appeal the grievance in writing to the Secretary of the Department of Safety and Homeland Security. The Secretary (or designee) shall hold a meeting with the Union within 21 days and shall give a decision in writing within 21 days following the meeting referred to herein. This meeting may be attended by the Department and the aggrieved employee. The Secretary (or designee) may be accompanied by other State representatives.

4.5 Step 4 - Pre-Arbitration

If the decision of the Secretary is unsatisfactory it may be appealed to Arbitration if the grievance involves a provision of the Agreement. Notice of such appeal to Arbitration shall be filed in writing with the State’s Director of Employee and Labor Relations within 21 days after the Step 3 decision, otherwise such grievance shall be considered settled on the basis of the Step 3 decision. Within 21 days of receipt by the Director of Employee and Labor Relations of the Union' notice of its intent to bring the grievance to Arbitration (or upon a mutually agreed extension), the President of Local 13101 shall meet with the Director of Employee and Labor Relations and other designated representatives to attempt to resolve the grievance. If the parties are unable to resolve the grievance at that meeting, the Union may invoke arbitration with the American Arbitration Association, provided it does so within 30 days of that meeting.

4.6 The Arbitrator shall be selected by agreement between the Director of Employee and Labor Relations the Union within 14 days. In the event the parties cannot agree on the selection of an Arbitrator within the 14-day period, the Arbitrator shall be selected in accordance with the Voluntary Arbitration Rules of the American Arbitration Association.

4.7 The decision of the Arbitrator shall be final and binding on the parties, and the Arbitrator shall be required to issue the decision within 30 days after the close of the hearing. The arbitration award shall be in writing and shall set forth the Arbitrator's opinion and conclusions on the issue(s) submitted. The Arbitrator shall limit the decision strictly to the .application and interpretation of the provisions of the Agreement. The Arbitrator shall be without power to make any decision contrary to or inconsistent with, or modify or vary in any way, the terms of this Agreement. The State shall permit all persons pertinent to the grievance, and including those requested by the grievant, to be given time off from duty, without loss of pay, to appear at the hearing. Any employees attending such hearings outside of regularly scheduled working hours shall not be eligible for compensation for attendance at such hearings. The cost of Arbitration and the Arbitrator's fees shall be divided equally by the parties.

4.8 Employees whose attendance is required by the grievance procedure may attend hearings during their regularly scheduled working hours without loss of compensation.

4.9 Time limits set forth in this grievance procedure may be extended by written agreement of the parties.

**5. Special Rights of the Parties**

5.1 The Union has the right to initiate a system wide grievance affecting more than one employee at Step 2 within 14 days after the event giving rise to the grievance, or within 14 days after it reasonably should have been aware of such event. Appeals of disciplinary actions may be initiated at Step 2 within the aforementioned time limits. The State will notify the Union of all disciplinary action.

**6. Non-Discrimination**

6.1 The State shall not interfere with or discriminate with respect to any term or condition of employment against any employee due to membership in, or legitimate activity as described in this Agreement on behalf of the Union. The State also agrees that it will not encourage membership in another union.

6.2 The Union recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees without discrimination, interference, restraint or coercion.

6.3 The provisions of this Agreement shall be applied to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The parties shall share equally the responsibility for applying this provision of the Agreement.

**7. Bulletin Boards**

7.1 The State agrees to provide bulletin boards for use by the Union.

7.2 The Union may post any appropriate material pertinent to Union matters such as appointments, meetings, announcements, social events and Union election results, as long as none of the above matters contains anything profane, obscene, defamatory or critical of any individual or the State. Furthermore, any material which may be detrimental to the labor­ management relationship may not be posted.

**8. Work Rules and Regulations**

8.1 The State may establish necessary work rules and regulations. However, where the Union asserts that the rule or regulation is arbitrary or capricious, or otherwise violates this Collective Bargaining Agreement, it may resort to the grievance procedure, including arbitration.

**9. Visitation**

9.1 Officers or accredited representatives of the Union shall, upon request of the Union, be admitted to the Division building or grounds where bargaining unit employees work to ascertain whether or not the Agreement is being observed by the parties, or to assist in the adjustment of grievances.

**10. Part-Time Public Office**

10.1 Employees elected to part-time public office shall not suffer any economic loss or other rights under this Agreement provided such office does not interfere with their work duties.

**11. Management Rights**

11.1 The State retains the exclusive right to manage and direct employees and its operations except as modified by the specific provisions of this Agreement.

**12. Scope, Waiver and Alteration of Agreement**

12.l No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the State, and in no case shall it be binding upon the parties hereto unless agreement is made and executed in writing between the State of Delaware, Department of Human Resources, Employee and Labor Relations office and the Union and the same has been formally authorized by the Union.

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

12.3 It is understood and agreed that if any part of this Agreement is in conflict with mandatory Federal or State laws that such part shall be suspended, and the parties will meet promptly to negotiate a substitute provision. The remainder of this Agreement shall not be affected thereby.

**13. No Strike**

13.l Both the Union and the State recognize the importance of the services rendered by the employees covered by this agreement and the duty of the State to render continuous service to the Public. Therefore, the Union agrees that it will not call, engage in, participate in, or sanction any strike or work stoppage during the life of this Agreement. The State agrees that there shall be no lockout during the life of this Agreement.

**14. Performance Review**

14.1 The purpose of the employee Performance Review shall be primarily to inform employees of the acceptability of their work and how they can improve their work performance; therefore, it is not to be construed as a disciplinary action.

14.2 In the event an employee receives a performance review rating of "Unsatisfactory", the State shall submit a notification of issuance of such review to the Union. The failure of the State to timely notify the Union shall not be a basis for overturning the performance review; rather, it shall act only to toll the time period for contesting the performance review.

14.3 In no case should any adverse remarks be put into an employee's personnel folder without the employee's knowledge.

14.4 Upon written request to the Director of Human Resources, employees shall have supervised access to their personnel folder.

14.5 Performance Reviews may be challenged through the grievance procedure only up to the third step.

**15. Health and Safety**

15.1 The State shall be responsible for providing a safe workplace for employees. The State and the Union shall cooperate in ensuring safe working conditions, work areas, and work practices by employees. This shall include the maintenance of clean and sanitary restrooms and break facilities, and access to first aid supplies.

**16. Employee Rights**

16.1 Any disciplinary action must be for just cause.

16.2 Employees shall be entitled to Union representation at each stage of a disciplinary proceeding.

16.3 Prior to the implementation of a dismissal, suspension or disciplinary demotion action, employees shall be notified in writing that such adverse action is being considered and provided the reasons for the proposed action. The provisions of this section and section 16.4 shall not apply where the employees' continued presence on the job poses a threat to the safety or security of staff, the public or operations.

16.4 Employees shall be entitled to a pre-decision hearing, provided they submit a request for such hearing to the Superintendent, with a courtesy copy to the Director of Human Resources, within 7 days of receiving the proposed decision letter. The failure to request such hearing in compliance with this provision shall be treated as a waiver of this right.

**17. Layoff and Recall**

17.1 Employees may be laid off due to lack of funds or lack of work under the following conditions.

17.2 No permanent employee shall be laid off while probationary employees are employed in bargaining unit positions.

17.3 Prior to any layoff, the State agrees to meet with the Union to explain the reduction of work force and to permit the Union to make its views or recommendations known concerning the necessity for such actions.

17.4 Employees shall be given 30 days’ notice prior to being laid off, except where such layoff is caused by an immediate reduction in force necessitated by a failure of the General Assembly to appropriate money.

17.5 An employee affected by a layoff shall have the right to bump fewer senior employees within the bargaining unit into a classification within the bargaining unit that the employee is qualified to perform. No employee shall be permitted to bump into a higher-level position.

17.6 Employees shall be recalled in the inverse order of layoff with the most senior employee laid off being the first to be recalled.

**18. Promotions and Transfers**

18.1 Definitions

18.1.1 "Permanent Transfer" means any employee movement between shift or location.

18.1.2 "Voluntary Transfer" means any transfer at the employee's request.

18.1.3 "Involuntary Transfer" means any transfer at the direction of the State.

18.1.4 "Temporary Transfer" means any transfer, movement from one classification to another, or performing the work of another employee caused by a vacancy for any reason for a period of up to 30 days.

18.1.5 There shall be no geographic restrictions on the distance involved in a transfer. However, if a temporary or involuntary permanent transfer requires an employee to travel a distance greater than 30 miles over the distance he or she traveled to their regular assignment, the additional mileage will be reimbursed at the current State of Delaware approved mileage rate for the duration of the temporary assignment or for no more than 30 work days on an involuntary permanent assignment. In lieu of paying for mileage under the circumstances described in this section, the State may choose to provide a State-owned vehicle for the employee's use.

18.2 Temporary Transfers

18.2.1 The State shall have the right to make temporary transfers in order to meet operational needs or emergency requirements.

18.3 Permanent/Voluntary Transfers

18.3.1 Vacancies will be posted as they become available. During the job opening period listed on the posting, employees who desire a voluntary permanent transfer to the posted vacancy shall submit a request for a transfer on form number 490. All job vacancies shall remain posted for no less than two (2) weeks. Multiple open positions may be filled using candidates from one posting, so long as the job offers are made within thirty (30) days of one another.

18.3.2 Employees transferred under this Section shall not be eligible for another transfer, other than an involuntary transfer, unless mutually agreed upon by the parties within a one (1) year period from the date of the latest transfer. Employees interested in other CWA positions will be given the opportunity to 'shadow' those jobs, at and for reasonable times.

18.3.3 Vacancies resulting from transfers under this Section shall be filled by means consistent with this Article.

18.3.4 The State shall have the ultimate authority to grant a request for voluntary permanent transfer to the most qualified, senior applicant.

18.4 Involuntary Transfers

18.4.1 Involuntary permanent transfers shall be accomplished by selecting the least senior among employees capable of performing the assigned position, after qualified volunteers have been exhausted.

18.5 Promotions

18.5.1 When a permanent or temporary vacancy becomes available, it will be filled in accordance with Section 18.3.

**19. Salaries**

19.1

A. For bargaining unit employees with a standard work schedule of 37.5 hours per work week, minimum annual base salaries are set forth in the Minimum Salary Tables as attached. These annual base salaries are established by classification, pay grade and length of service. The Minimum Salary Table maximums will increase by the yearly percentage agreed to by the parties.

B. Effective the first day of the first pay period after July 1, 2023 (for Fiscal Year 2024), the Minimum Salary Table will be increased by 14%. Any employee making more than the minimum annual salary table for their classification, pay grade, and length of service will receive a 14% wage increase.

 C. Effective the first full pay period after July 1, 2024 (for Fiscal Year 2025), the Minimum Salary Table will be increased by 9%. Any employee making more the minimum annual salary table for their classification, pay grade, and length of service will receive a 9% wage increase.

 D. Effective the first full pay period after July 1, 2025 (for Fiscal Year 2026), the Minimum Salary Table will be increased by 4%. Any employee making more the minimum annual salary table for their classification, pay grade, and length of service will receive a 4% wage increase.

E. Movement to the next step on the Minimum Salary Table requires the employee to achieve the required minimum years of full-time qualified service in the Division of State Police in the 12 months prior to July l. For purposes of this Article, 'qualified service' is measured by full time employment in either CWA bargaining unit (911 or Civilian) for which there has been no more than a 12 month break in service between the two bargaining units. Such employees shall be given credit for their full-time service in the other bargaining unit and placed in their current classification step accordingly. Employees are only eligible for advancement to a minimum annual salary or a minimum annual wage increase, not both. See below for examples of how to calculate eligibility for movement to a salary step based on length of service.

An employee's length of qualified service (calculated in whole years) and eligibility for the established minimum annual salaries shall be as calculated and maintained by the Division of State Police. An employee whose qualified length of service will not reach the required minimum years by June 30, shall not be eligible for movement to the next step. Instead, the employee will be eligible for the minimum wage increase set forth in Paragraphs (B) and (C), above (See examples below).

*Example 1*: CWA Civilian Employee at PG 7 will have 10 years of qualified service as of June 15, the employee will be eligible to move to the next step and receive an increase, if any, to the established minimum annual base salary for CWA 2 PG 7, 10-15 years of service.

*Example 2*: CWA Civilian Employee at PG 7 will have 10 years of qualified service as of July 15, will not be eligible to move to the next step but will be eligible for a minimum annual wage increase.

F. Employees in casual/seasonal status shall be eligible for the following minimum annual wage increase.

 FY 24 (effective the first full pay period after July 1, 2023) – 14%

 FY 25 (effective the first full pay period after July 1, 2024) – 9%

 FY 26 (effective the first full pay period after July 1, 2025 – 4%

These positions are not included in the Minimum Salary Tables, and the employees shall not receive any other wage increases under the terms of this Agreement.

19.2 Employees who receive a shift differential payment shall receive compensation at the rate of 5% of the mid-point of the pay grade as established by the State.

19.3 On-Call Assignments: Employees who are scheduled to be on-call for operational needs shall receive 5 hours of pay per week, and the actual hours of documented service at the rate of l.5x their normal hourly pay rate if eligible, or otherwise at their straight hourly rate, for the period in which they are scheduled to be on-call. If an employee is called out during their scheduled period, rather than only responding by telephone, then Article 20.2 shall control and this Article shall not apply.

19.4 After Hours Calls: Employees who are not scheduled to be on-call but who take a documented after-hours call(s), shall be compensated for the service actually rendered in a 24-hour period, at the rate of 1.5x their normal hourly rate, if eligible, or otherwise at their straight hourly rate, as follows: no compensation for 15 minutes or less; ½ hour for 15-30 minutes; 1 hour for 31-60 minutes; and actual time for any service greater than 60 minutes. If an employee is called out, rather than only responding by telephone, then Article 20.2 shall control and this Article shall not apply.

19.5 Beginning July 7, 2019, a 25 Year + rate of pay will be added to the Minimum Salary Table. The annual rates will be 5% above the 20 Year pay grade rates of July 2019.

19.6 Beginning July 7, 2019, a new Mechanic Pay Grade (PG 0M8) will begin for Mechanics and shall be;

Entry 5 years 10 years 15 years 20 years 25+

36,089 37,893 39,788 41,777 43,866 46,059

**20. Overtime**

20.l Overtime is any approved work beyond the end of the 37½-hour workweek. Overtime must be approved in advance by appropriate supervisor, except in those situations where a delay in action could reasonably be expected to cause risk to the health or general welfare of the public or staff. Employees may be directed by their supervisor to work overtime with minimum notice to meet operational needs.

20.2 Employees will not be compensated for overtime of 15 minutes or less. Overtime of less than ½ hour shall be rounded to the nearest half-hour.

When employees are physically called back to work and when the return to work is not scheduled, a minimum of four hours at the straight time rate shall be paid.

20.3 As limited by operational necessity, an employee may elect compensatory time off for any overtime worked. Eligible employees will accrue compensatory time at a rate of 1½ hours for each hour of overtime worked. Eligible employees may, at their option, be compensated for overtime in pay at the rate of 1½ hours pay for each hour of overtime worked. The regular hourly rate of pay for overtime payment purposes includes shift differential pay.

20.4 If the State elects to change the practice of allowing employees compensatory time in lieu of overtime for time worked, the State will notify the Union and offer the opportunity to meet and discuss the changes. In no event shall accumulated compensatory time be lost.

20.5 Employees who accumulate 37½ hours of work time prior to the end of the workweek will not be sent home to avoid payment of overtime.

20.6 When snow or other conditions cause the Governor to declare a state of emergency which includes closing the State offices, all employees not required to work shall be treated, for pay purposes, as all other State employees. Casual/Seasonal employees may be permitted to make up lost time during the same week, if any regular workdays follow the closure. The following provisions shall apply to those essential employees who are required to work: Employees will receive their regular pay for working their regularly scheduled hours. Normal overtime policies will apply for hours worked beyond their normal shift. Employees will receive additional time off on an hour-for-hour basis for all time worked during their regularly scheduled hours. A listing of employees and the hours worked is to be submitted to the Human Resources Office. If employees are unable to report due to the conditions causing the emergency, they will be charged vacation or accumulated time. Sick leave will not normally be approved unless it is accompanied by a certification from a medical doctor, indicating why the employee was unable to work. Essential employees with previously approved sick or vacation leave need not report and will not be charged leave of any sort during the state of emergency.

**21. Holidays**

21.1 All permanent employees shall receive their regular pay for the following holidays if they do not work those holidays. Any specially declared holidays by Executive Order will be incorporated into this schedule.

New Year's January 1

Martin Luther King's Birthday Observed date

President's Day 1 day

Easter Observed date

Memorial Day Observed date

Independence Day July 4

Labor Day Observed date

Election Day (in election years) 1 day

Return Day (all counties) ½ day

Thanksgiving 4th Thursday and Friday in November

Christmas 2 days

Juneteenth Observed date

A Divisional memorandum will be issued each year showing the specified days that each holiday will be observed.

21.2 Certain employees may be required by law, regulation and/or special circumstances to work during holidays and will be required to work their regular schedules and perform their regular duties. These employees will be notified at least four (4) weeks in advance of this requirement. No employee shall work on a holiday without prior supervisory approval. Required employees will be paid at the rate of 1½ hours pay for each hour worked. All employees will receive credit for 7½ hours of vacation leave to be used on a later date. However, for Return Day, if any employee works after noon on that date, they will be paid at the rate of 1½ hours pay for each hour worked after noon on that day and be given credit for 3.75 hours of vacation leave to be used on a later date.

**22. Sick Leave**

22.1 Paid sick leave is a benefit available to all permanent employees. An employee eligible for sick leave with pay may use such sick leave for absence due to illness, injury, exposure to contagious disease, or due to serious illness of a member of the employee's immediate family requiring the employee's personal attendance. In addition, sick leave may be used for appointments with doctors, dentists, and other practitioners, subject to prior approval by the supervisor. Sick leave may also be used to provide full regular pay during periods that employees are paid less than full pay under workers' compensation provisions or Short-Term Disability provisions. Such leave will be charged in proportion to the difference between workers' compensation or Short-Term Disability pay and full pay.

22.2 All permanent employees shall earn paid sick leave credit at the rate of 9½ hours for each completed calendar month of service, except Connie Dick who shall continue to accrue sick leave at the rate of 11 ¼ hours per each completed calendar month. Unused sick leave may be accumulated without limit; however, for payment purposes, a maximum of 120 days shall apply. Employees cannot take sick leave with pay in excess of the days actually accrued. When an employee's sick leave account is exhausted, vacation leave or unpaid leave of absence will be the method of accounting for an employee's time.

22.3 An employee on paid sick leave shall inform his immediate supervisor of the fact and the reason in advance whenever possible, or otherwise before the expiration of the first hour of absence or as soon thereafter as practicable; failure to do so within a reasonable time may be cause for disciplinary action.

22.4 The Director of Human Resources may require a doctor's certificate as a condition of approval of pay for sick leave. In the case of an absence of more than 3 consecutive days, a doctor's certificate is required as a condition of approval. In the interest of safety, the State may request and follow additional medical opinions. In cases of absenteeism resulting from either an injury or operation, a medical excuse will be required when employees begin their leave and when they return to work. The return excuse should clearly state that the employee is physically capable of returning to duty. Any restrictions or limitations should also be noted.

22.5 Abuse of sick leave is defined as any attempt to utilize sick leave to account for an absence from work which is not the result of illness, injury, or exposure to contagious disease which prevents the employee from being able to perform job tasks; or the serious illness of a member of the employee's immediate family which requires the employee's personal attendance; or an appointment with a doctor, dentist, or other medical practitioner which has been approved in advance by the immediate supervisor. Abuse of sick leave is a serious matter and will be cause for disciplinary action. Additionally, if an employee's continuing use of sick leave, albeit legitimate, prohibits the employee from performing duties to the extent necessary, the employee may be transferred, demoted to a more suitable position, or separated from the State in a non­disciplinary manner.

22.6 Absences for Part of a Day

Absences for a part of an hour shall be charged as follows:

1-30 Minutes 0.5 hours

31-60 Minutes 1 hour

22.7 Employees absent from work on a holiday, on paid leave for disabilities arising from injuries sustained in the course of their employment while receiving salary supplement pursuant to 29 Delaware Code, 5933, or on an authorized leave of absence without pay for less than one month in any calendar year, shall continue to accumulate sick leave at the regularly prescribed rate during such absence as though they were on duty.

22.8 If an employee is ill while on approved vacation leave, the period of such illness shall be charged to the employee's accumulated sick leave if it is documented to the satisfaction of the supervisor.

22.9 Sick Leave at Termination

22.9.1 An employee may be reimbursed for unused accumulated sick leave (not to exceed the maximum authorized) under the following conditions:

A. At retirement under the State pension law, at the rate of one day's pay for each two days of unused leave up to a maximum of 60 days.

B. If laid off without prejudice for lack of work, at the rate of 1 day's pay for each 2 days of unused leave up to a maximum of 60 days.

C. In the event of death of the employee, payment shall be made to their estate at the rate of 1 day's pay for each day of unused leave up to a maximum of 120 days.

22.10 Employees who transfer to an agency in the classified service shall be credited with any unused sick leave in accordance with the applicable merit rule in effect at the time of transfer.

22.11 Employees who transfer into the bargaining unit from another State agency may transfer accumulated vacation and sick leave for which they were not paid.

**23. Sick Leave Incentive Program**

23.1 In an effort to encourage positive attitudes toward sick leave and to ensure that employees are protected if or when there is a serious illness necessitating a prolonged absence from work, the State implements the following sick leave incentive program to be conducted on a calendar year basis beginning January 1, 2007:

A. All employees using 7.5 hours or less of sick leave will be granted 22.5 hours of personal leave, which must be used by the end of the following calendar year or will be forfeited.

B. All employees using 22.5 hours or less of sick leave will be granted 7.5 hours of personal leave, which must be used by the end of the following calendar year or will be forfeited.

It is the responsibility of the Human Resources Office to monitor the sick leave incentive program and identify employees who are eligible for the incentive.

**24. Parental Leave**

24.1 A pregnant employee may continue to work, providing she can perform her regular duties, or until her physician certifies she is temporarily disabled and can no longer perform her duties. In the interest of safety, the State may request and follow additional medical opinions.

24.2 The employee may request in writing to the Human Resources Office a leave of absence for a period not to exceed 6 months during which time accrued sick leave and/or vacation may be used. The employee will remain on payroll as long as sick leave or vacation leave is being charged.

24.3 The State will honor extension requests which are recommended. by the employee's obstetrician. (In the interest of safety, the State may request and follow additional medical opinions.)

24.4 The State of Delaware provides up to 12 calendar weeks of paid Parental Leave (29 Del. Code section 5120) to eligible employees upon the birth or adoption of a child of the employee, or upon the adoption by the employee of a child six years of age or younger. Parental Leave under this policy runs concurrently with the Family Medical Leave Act (FMLA) and Short-Term Disability (STD) benefits, as applicable. The entitlement to Parental Leave shall expire at the end of the 12-month period beginning on the date of such birth or adoption. An employee who terminates employment prior to the end of the 12-month period shall be eligible for payment of any unused Parental Leave. Leave under this section shall be designated as "Parental Leave­FMLA" on monthly activity sheets, and charged to the appropriate leave account.

**25. New Hire Interviews**

25.1 A CWA Local 13101 civilian bargaining unit member may be included on an interview panel for evaluation of applicants for filling CWA Local 13101 bargaining unit positions. Participation is limited to initial hires for new employees into civilian bargaining unit positions. Promotional interviews and any other promotional opportunities are excluded.

**26. Compassionate Leave**

26.1 Up to 3 working days of leave with pay shall be granted to employees to make arrangements for and to attend the funeral of a member of their immediate family. Immediate family is defined as parent (natural or adoptive), parent-in-law, grandparent, spouse, domestic partner, brother, sister, son, son-in-law, daughter, daughter-in-law, grandchild, step-child, or step-parent. All compassionate leave must be used within 30 days of a funeral. Extensions of this 30-day period may be granted on a case-by-case basis for extraordinary circumstances, and are provided at the State's discretion

26.2 One day of leave shall be granted to attend the funeral of a near relative: nephew, niece, aunt, uncle, brother or sister-in-law, grandparent-in-law, or any friend living in the employee's household.

26.3 If additional time is required for travel or to make arrangements, vacation time must be used. Compassionate leave must be justified by submitting appropriate information to the Director of Human Resources.

**27. Military Leave**

27.1 The State has encouraged and supported the goals of the military reserves of the United States, in compliance with an Executive Proclamation. That support will continue in the future.

27.2 This will identify the specific duties and obligations of the State and employees who are also involved with either of these military components.

27.3 Each employee, who is a member of the military reserves of the United States or the National Guard, shall have the following current information on file in the Personnel Office:

A. Identification of the Guard or Reserve component

B. Current Rank

C. Duty assignment or military specialty

D. Commanding Officer

27.4 Each employee, who undergoes transfer, change in rank, or duty assignment, in their military capacity, will forward the applicable information to the Human Resources Office within 30 days of such change.

27.5 In any calendar year, each military reserve employee will be permitted 112.5 hours of leave with pay to receive military training with the Armed Forces of the United States.

27.6 No advance military leave credit for future years will be permitted unless authorized by the Superintendent.

27.7 For the purpose of military training other than unit training assemblies, employees will supply the Human Resources Director 90 days' prior notice of a proposed date of departure, and they shall give evidence of satisfactory completion of such training immediately upon their return to duty with the State.

27.8 Employees who have exceeded the 112.5 hours military benefit in any one calendar year and who present valid military orders for assignment will be granted a leave of absence without pay. In the appropriate circumstances, the Human Resources Director may permit the use of vacation time or accumulated unpaid overtime where the military leave will not interfere with efficient operations. Military leave, whether with or without pay, will not constitute a break in service for either pension eligibility or for purposes of seniority.

**28. Personal Leave**

28.1 Upon written request by a permanent employee who is performing satisfactorily, the Superintendent may approve a leave without pay not to exceed 6 months, if the leave will not interfere with department operations. Exceptions may be granted by formal action of the Superintendent upon written request by the employee.

28.2 Personal leaves of absence shall not normally be granted to employees who have not completed their probationary period.

28.3 Employees who are scheduled to work on Civilian Appreciation Day shall receive a personal day in lieu thereof. This personal day will be forfeited if it is not used within six (6) months of receipt. The State will provide adequate and reasonable opportunity for each employee to schedule time off as provided under this section.

**29. Vacation**

29.1 Permanent full-time employees shall accrue vacation leave at the rate of:

0-3 years of service 114 hours per year

4-10 years of service 157.5 hours per year

11-15 years of service 181.5 hours per year

16 years of service and over 196.5 hours per year

29.2 The employees' accrual rates will increase January 1st of the year in which they enter the fourth, eleventh, or sixteenth year of service. The Division may choose to adjust the starting date of accrual rate increases to the employees' date of hire. Prior to implementing this change the State will notify the Union at least 60 days prior to the anticipated change and will discuss the impact of such change on the members of the bargaining unit.

29.3 If only a partial month is completed (upon the first or last month of service) one of the following tables will be used to compute vacation leave for that month.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|   |   | **15.2 DAYS** |  | **21 DAYS** |  | **24.2 DAYS** |  | **26.2 DAYS** |
| **TOTAL** |   | **9.5 HOUR** |  | **13.125 HOUR** |  | **15.125 HOUR** |  | **16.375 HOUR** |
| **DAYS** |   | **Monthly** |  | **Monthly** |  | **Monthly** |  | **Monthly** |
| **WORKED** |   | **Accrual** |  | **Accrual** |  | **Accrual** |  | **Accrual** |
|   |   |   |   |   |   |   |   |   |
| 1 |   | 0.50 |   | 0.66 |   | 0.76 |   | 0.82 |
| 2 |   | 1.00 |   | 1.32 |   | 1.52 |   | 1.64 |
| 3 |   | 1.50 |   | 1.98 |   | 2.28 |   | 2.46 |
| 4 |   | 2.00 |   | 2.64 |   | 3.04 |   | 3.28 |
| 5 |   | 2.50 |   | 3.30 |   | 3.80 |   | 4.10 |
| 6 |   | 2.75 |   | 3.96 |   | 4.56 |   | 4.92 |
| 7 |   | 3.25 |   | 4.62 |   | 5.32 |   | 5.74 |
| 8 |   | 3.75 |   | 5.28 |   | 6.08 |   | 6.56 |
| 9 |   | 4.25 |   | 5.94 |   | 6.84 |   | 7.38 |
| 10 |   | 4.75 |   | 6.60 |   | 7.60 |   | 8.20 |
| 11 |   | 5.25 |   | 7.26 |   | 8.36 |   | 9.02 |
| 12 |   | 5.75 |   | 7.92 |   | 9.12 |   | 9.84 |
| 13 |   | 6.25 |   | 8.58 |   | 9.88 |   | 10.66 |
| 14 |   | 6.75 |   | 9.24 |   | 10.64 |   | 11.48 |
| 15 |   | 7.25 |   | 9.90 |   | 11.40 |   | 12.30 |
| 16 |   | 7.50 |   | 10.56 |   | 12.16 |   | 13.12 |
| 17 |   | 8.00 |   | 11.22 |   | 12.92 |   | 13.94 |
| 18 |   | 8.50 |   | 11.88 |   | 13.68 |   | 14.76 |
| 19 |   | 9.00 |   | 12.54 |   | 14.44 |   | 15.58 |
| 20+ |   | 9.500 |   | 13.125 |   | 15.125 |   | 16.375 |

29.4 The State shall schedule vacation leaves with particular regard to the classification and seniority of employees, operating requirements, and insofar as practicable with the requests of the employee. Employees cannot take vacation leave without prior approval or in excess of the hours actually accumulated.

29.5 Prior to November 15th of each calendar year, the State shall prepare a schedule indicating employee vacations for the first six months of the following year. Prior to May 15th of each calendar year, a vacation schedule shall be prepared for the remaining six months of the year. Any conflicts in requests will be resolved using the Department adjusted date of hire of the affected employee.

29.6 Employees who subsequently wish to modify submitted vacation schedules may do so by requesting same through a written memorandum to their supervisor who, on approval, shall forward same to the appropriate management official.

29.7 Under normal conditions, a new employee shall not be granted paid vacation leave until after six months of continuous service. Exceptions to this rule may be granted by the Director of Human Resources.

29.8 Vacation leave carried into a new calendar year may not exceed twice the employee's annual accrual rate. This determination will be made on December 31st of each year and although it is possible to accumulate in excess of twice the annual accrual rate during the year, only the authorized maximum may be carried forward. The State may, however, in accordance with its own needs and policies, require that employees defer a portion of earned vacation leave into the following year. When such a deferment occurs, it represents the only time an employee may carry an amount of vacation in excess of the authorized maximum into a new year.

29.9 No employee may be in a deficit position of vacation leave as of December 31st of each year, unless written authorization is provided by the Director of Human Resources.

29.10 Vacation at Termination

29.10.1 Employees who leave the State, either voluntarily or involuntarily with vacation in a deficit position, shall reimburse the State for those unaccrued hours at their regular rate of pay. The State reserves the right to deduct these monies owed from the employee's paycheck. If employees resign or are terminated through no fault or delinquency on their part, or die with unused vacation credit, the employees, or in the case of death, the estate, shall be paid in cash for any unused vacation.

29.10.2 If Division employees transfer into the classified service (Merit system employment in a State agency), they shall transfer all accumulated unused vacation leave. If the agency will not accept the total accrued leave, employees may be paid for the portion not transferred.

29.10.3 If employees transfer into the bargaining unit from another State agency, they may transfer any accumulated vacation for which they were not paid.

29.11 It is the responsibility of the immediate supervisor to ensure accuracy in the employee's recording of vacation leave on monthly time sheets. Once submitted to the Human Resources Office, the annual leave credit as maintained in the Human Resources Office is the official leave record. All leave records are subject to review by the Director of Human Resources and are available for inspection by the employee concerned.

**30. Educational Leave**

30.1 The Superintendent may authorize a leave of absence with or without pay to a permanent employee who is performing satisfactorily for a period not to exceed 6 months in any one calendar year for the purpose of attending a college, university, or business school to pursue course work in subjects directly related to the work currently performed by the employee.

30.2 The Superintendent, with the concurrence of the Secretary of the Department of Safety and Homeland Security, may approve a leave of absence with or without pay in excess of 6 months in any one calendar year for the purpose of attending extended courses at a recognized college or university providing such leave of absence shall be for the employee to pursue special work on training directly related to employment and which will improve the employee's competence and capacity.

30.3 Any such leave with pay necessitating temporary replacement in the position shall also require certification to the Superintendent by the Director of Fiscal Control that funds are available to make a temporary appointment to the position.

**31. Jury Duty**

31.1 Any permanent employee, who is required to report daily to serve on a jury, shall be excused with pay, but shall return to work within a reasonable time on the days released from jury duty.

31.2 Any permanent employee appearing as part of their work-related duty or under subpoena before a court, legislative committee, or judicial or quasi-judicial body will be excused with pay.

31.3 Any permanent employees appearing on their own behalf in litigation involving personal or private matters before a court, legislative committee or judicial or quasi-judicial body may be excused without pay or take vacation.

**32. Work Schedules**

32.1 The normal work day is 7½ hours, and the normal workweek is 37½ hours. The normal schedule is Monday-Friday, 8:00 am - 4:00 pm, with a ½ hour unpaid lunch. This schedule may vary by classification and assignment. All employees will be notified of the work schedule expectations at their work sites.

32.2 In the event that an employee has been called for work after hours, and that call requires them to work than two (2) hours past 23:00, the employee may request that their schedule for their next shift be "flexed" in order to permit them to arrive up to two (2) hours after the shift is regularly scheduled to begin. Approval for this flex scheduling shall not be unreasonably withheld.

32.3 On a case by case basis, by work assignment and where operationally feasible, employees will be provided with flexible scheduling opportunities. Representatives from the Union and the Division will work together to find such opportunities.

**33. Union Business**

33.1 Employees who are elected Representatives of the Union will be excused without pay to attend a Union convention or conference with approval of the employee's immediate supervisor. Such approval shall not be unreasonably withheld. The total accumulation of excused time for the Divisional Vice-President under this provision shall not exceed 14 days in any calendar year. The total accumulation of excused time for the Divisional Shop Stewards under this provision shall not exceed 6 days in any calendar year.

33.2 Successor Agreement Negotiations

(A) Each employee, up to a total of five employees, attending joint sessions with management for the purpose of negotiating a successor agreement will be paid by the State for the time actually spent in the joint session, including caucuses, and for reasonable travel time to the joint sessions, up to a total of twenty hours per employee, unless additional time is mutually agreed to, in writing, by the chief negotiators.

(B) Time spent outside of joint sessions, including, without limitation, Union meetings in preparation for joint sessions, will not be paid for by the State.

**34. Seniority**

34.1 Employees have an adjusted service date which is the original date of hire with the Department adjusted by breaks in service due to resignation and reemployment, suspensions, and leaves of absence without pay that exceed thirty consecutive days.

34.2 The Department adjusted date of hire is used to determine vacation accrual rate, chain of command when it is not predetermined by classification or organization decree, and as consideration with other factors for promotional selection.

34.3 It is the responsibility of the employee to inform the Human Resources Office of all previous employment with the Department.

34.4 Casual employees shall accrue seniority under this Agreement for the purpose of bidding on full-time vacancies.

**35. Health and Welfare**

35.1 Health, Dental and Life Insurance

Health, Dental and Life Insurance in accordance with the State Employee Benefit Plans in existence at any given time will be provided to each employee.

35.2 Retirement Plan

Retirement benefits will be provided in accordance with the State Pension Plan as it exists at the time benefits are sought.

35.3 Death Benefit Association

This employee-created fund provides families with benefits in effect under the plan at the time of the employee's death. Membership fees, enrollment fees for spouses, method of payment and reassessment triggers are controlled by the fund regulations. The State does not make any contributions to the fund.

35.4 Employee Assistance Program (EAP)

The State of Delaware offers a self-help program confidentially referring employees having personal problems to the appropriate expert. Such problems would include alcoholism, drug abuse, emotional problems, marital and other family problems, financial problems, and legal problems. For additional program information contact DSP Human Resources and request to speak to the EAP representative.

**36. Educational Assistance**

36.1 Prior practices with respect to educational assistance shall continue.

**37. Licenses and Certifications**

37.1 Employees may be required to maintain special licenses and certifications, or to complete specific training courses in order to perform their primary, or, in some cases, special duty, job responsibilities. The Division will provide funding for the licensing, certifications, and training courses. If an employee fails to pass the requirements to obtain a special license or to maintain certified status, the employee will be required to pay any fees or other costs associated with re­testing or recertification. If an employee is separated from employment within two years of completing a training course, the employee will be required to reimburse the Division for the cost of the training course.

37.2 Once each year, prior to January 31st, the State will provide to the Union a list of job titles that requires the maintenance of a license or certification as described above, the license(s) and/or certification(s) required, along with the frequency of any testing and the cost to the State of the training course and testing. The State will notify the Union, prior to implementation, of any new requirements for licenses or certifications. This notification will include the job title of those required to maintain the license or certification, the name of the license or certification, and the cost of the training.

**38. Drug Testing Policy**

38.1 The parties agree to incorporate by reference into this Agreement the Comprehensive Substance Abuse Policy adopted by the DSTA and the Division of State Police.

**39. Miscellaneous**

39.1 Tool Allowance: Automotive and Equipment Mechanics shall be provided with an annual tool allowance of $1000.00, payable in equal quarterly installments of $250.00.

39.2 Footwear: Automobile and Equipment Mechanics, Auto Theft civilian employees, Physical Plant Trades mechanics and Agency Aides shall be provided with the opportunity to select one pair of OSHA/ANSI approved protective footwear every twelve months, from a selection determined by the Uniform Committee, based on an approved State contract. All employees must wear this footwear while on duty.

39.3 The State will strive to process requests for secondary employment within 3 weeks. The employee shall notify Human Resources if he or she does not receive a response after two weeks. Human Resources will check the status, advise the employee, and facilitate completing the request process.

39.4 Certified Bi-Lingual: $25.00 per month.

**40. Waiver Clause**

40.1 The parties agree that this Agreement contains the full and complete agreement on all subjects upon which the parties did bargain or could have bargained. Neither party shall be required, during the term of the Agreement to negotiate or bargain upon any other issue. Nor shall either party be permitted during the term of the Agreement (through legislation or political activity or the like) to modify, alter, amend or otherwise vary from any subjects upon which the parties did bargain or could have bargained. All matters not included in this Agreement shall be deemed to have been raised or disposed of as if covered herein. All subjects referred to in the management's rights clause shall be deemed to have been raised and bargained to conclusion. This waiver does not preclude the Union or employees from supporting legislation.

**41. Termination, Change or Amendment**

41.1 This Agreement, effective as of July 1, 2023, shall remain in full force and effect until June 30, 2026. It shall be automatically renewed from year to year thereafter, unless either party shall give the other party written notice of desire to terminate, modify, or amend this Agreement. Such notice shall be sent to the other party by certified mail no later than 180 days prior to the expiration date, and bargaining shall commence as soon as practicable thereafter. Any such notice by the union shall be sent to the Director of Labor Relations and Employment Practices with a courtesy copy to the Department of Safety and Homeland Security, DSP Director of Human Resources.

**IN WITNESS WHEREOF the parties hereto have set their hands and seals on the day of\_\_\_\_\_\_2023.**

**SIGNATURES**

**FOR THE STATE FOR THE UNION**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Nathaniel McQueen, Jr. , Mike Watson,

Secretary of the Department of Executive President,

Safety and Homeland Security CWA Local 13101

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Lieutenant Colonel Melissa A. Zebley John Petrini,

Superintendent, DSP Staff Representative,

CWA District 2-13

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Major William D. Crotty, Deborah S. Tucker,

DSP Divisional Vice President

 CWA Local 13101

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Captain, James P. Doherty, Jim Ryan,

DSP Staff Representative,

 CWA District 2-13

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Rhonda L. Davis,

HR Manager I, DSP

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Claire DeMatteis,

Secretary, DHR

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tamera Fair

Director, Employee & Labor Relations, DHR

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Thomas J. Smith

Chief Negotiator, DHR