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Title: **Delaware, State of (Department of Correction) and Delaware Correctional Officers Association (DCOA), (1996)**

K#: **800056**

Employer Name: **Delaware, State of (Department of Correction)**

Location: **DE**

Union: **Delaware Correctional Officers Association (DCOA)**

Local:

SIC: **9223**

NAICS: **922140**

Sector: **S**

Number of Workers: **1000**

Effective Date: **10/11/96**

Expiration Date: **10/10/99**

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#80056



1,000 Correctional
Officers

CONTRACTUAL AGREEMENT

October 11, 1996 - October 10, 1999

140 pages

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1. AGREEMENT

Between

1.1 The State of Delaware, Department of Correction, hereinafter referred to as the "State" and the Delaware Correctional Officers Association, hereinafter referred to as D.C.O.A. or the "Association".

2. PURPOSE

2.1 This collective bargaining Agreement is entered this eleventh day of October, 1996 by and between the State and the Association.

2.2 It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the State and the bargaining unit employees, and to achieve mutually negotiated terms and conditions of employment.

3. ASSOCIATION RECOGNITION

3.1 The State hereby recognizes the Association as the sole and exclusive collective bargaining agent for all employees in the following classes at all of the adult correctional institutions:

Uniform

Correctional Officer
Correctional Corporal
Correctional Sergeant
Correctional Officer/Automotive Mechanic I, II
Correctional Officer/Phy. Plant Mechanic I, II, III
Correctional Officer/Cook
Correctional Officer/Farm Foreman
Correctional Officer/Laundry Operator
Correctional Officer/Stationary Fireman
Correctional Officer/Building Maintenance
Correctional Officer/Storekeeper
Correctional Officer/Supervised Custody
Correctional Officer/Trades Instructor I, II
Correctional Officer/Recreation Program

3.2 Any of the foregoing uniformed classes may be modified to include Corporal and/or Sergeant classifications upon establishment by the State.

(Continued - Association Recognition)
Page 2

(Continued - Association Recognition)

Non-Uniform

Account Technician
Administrative Assistant I
Chaplain II
Correctional Counselor
Senior Correctional Counselor
Correctional Legal Assistant
Community Work Program Coordinator
Data Entry Technician
Office Clerk
Librarian
Recreation Program Leader I
Recreation Program Specialist
Secretary
Senior Clerk
Teacher
Typist

(Continued - Association Recognition)

Page 3

(Continued - Association Recognition)

Unit Operations Clerk

Telephone Operator

Volunteer Services Coordinator

3.3 The aforementioned positions are the positions authorized in the Certification of Petition, Case Number 1, September 28, 1965, as amended by Secretary of Labor's decision in Case 1(a), March 16, 1981, and Case 1(b) March 11, 1986.

3.4 The titles coincide with the present Merit System Titles.

3.5 The term "employee" as used herein shall include all Department employees covered by this Agreement.

4. DEFINITION OF EMPLOYEES

4.1 As used in this Agreement, the term "employee" or "employees" must be defined as:

4.1a. A full-time employee is defined as an employee who normally works a full 37 1/2 or 40 hour work week.

4.1b All other employees including, but not limited to, part-time, seasonal, casual, temporary, durational or emergency employee shall not be covered by this Agreement.

5. ASSOCIATION SECURITY

5.1 All employees, upon completion of the probationary period, who do not become, or any permanent employees who do not remain Association members, shall as a condition of employment, during any such period of non-membership, pay to the Association a fair share fee no greater than the dues uniformly required of its members per the D.C.O.A. Constitution.

6. ASSOCIATION DUES AND FAIR SHARE

6.1 The State agrees to the adoption of an Association check-off system, whereby Association dues and fair share fees established by the Association will be withheld from the Association member's pay, at a source in equal amounts from each pay, either weekly, bi-weekly or otherwise, as the frequency of the pay periods may require. Such withholdings for Association dues are to be transmitted to the duly elected Treasurer of the Association for the previous month's earnings, not later than the 20th day of each month. The Association will notify the employee 30 days prior to any change in such dues.

6.2 New employees hired during the period from the 1st to the 15th of the month will have the full month's Association dues deducted from their pay for that month, if they voluntarily join the Association during this period.

6.3 New employees hired during the period from the 16th to the last day of the month will have one-half month's Association dues deducted from their pay for that month, if they voluntarily join the Association during this period.

6.4 The Association shall indemnify and hold the State harmless against any and all claims, demands, suits and other forms of liability that may arise out of or by reason of any action taken or not taken by the State for the purpose of complying with any of the provisions of this article.

7. ASSOCIATION OFFICIALS AND REPRESENTATIVES

7.1 The State recognizes and shall work with all Association Officials and Representatives on matters relating to grievances and interpretations of this contract.

7.2 As used in this Agreement, "release time" shall mean administrative leave without loss of pay during employees' normal work hours to conduct Association business and attend meetings as specifically authorized by any provision of the Agreement.

7.3 Association representatives, the President and/or Vice-President, will be granted reasonable release time to handle grievances or attend disciplinary meetings.

7.4 The contractually agreed upon number of Association representatives will be granted reasonable release time to attend labor management meetings and contractual joint committee meetings.

7.5 Association representatives will be granted release time for negotiating future contracts with the State subject to the total number of members agreed to with the State at that time.

7.6 Association representatives authorized by the Association's Constitution, not to exceed 6, shall be granted release time in order to conduct Association elections provided that their names are submitted to the State within a reasonable time period prior to the actual election dates. In addition, 6 Association members will be granted release time for the purpose of conducting contract ratification votes.

(Continued - Association Officials and Representatives)

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(Continued - Association Officials and Representatives)

7.7 The Association shall receive a written copy of all relevant portions of all documents used as the basis for any disciplinary action against an employee, to include but not be limited to the following:

- A. Supervisor's report
- B. Investigating Officer's report
- C. Fact Finding Officer's report
- D. Shift Commander's reports/rosters etc.
- E. Log Book entries
- F. Incident reports
- G. Internal Affairs Investigative reports
- H. Any reports and or recommendations made by an outside professional called in to investigate an unsafe or unhealthy working condition.
- I. A list of all witnesses interviewed

7.8 In addition, a copy of the final disposition of any disciplinary action will be provided when rendered.

7.9 Any documentation or information removed by the State will preclude the State from presenting such documentation or information in any other hearing in that subject case as providing justification for the disciplinary action.

(Continued - Association Officials and Representatives)

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(Continued - Association Officials and Representatives)

7.10 The Association President, or in his/her absence, the Vice-President, will be granted release time to attend the monthly membership meeting. In addition, when the Vice-President is not acting as President, the Vice-President and the 3 District Grievance Representatives shall be given release time to attend the regular monthly Association meeting provided that overtime is not needed to cover their absence.

7.11 The Association President and the Board of Trustee Chair shall be permitted to attend annual conventions as Association delegates.

7.12 Employees who are or become a suspect or target for discipline in a discussion with supervision and or management will be allowed an Association Representative of their choice subject to immediate availability, within their respective institution or section to attend such discussion. If the representative of choice is not immediately available, then the most readily available representative shall be allowed. The State agrees to make every effort to provide employees at least 2 hours advance notice of such discussions when practicable to do so.

7.13 Once the employee has advised the person conducting the interview, investigation or discussion of their choice of an Association representative, the State shall make arrangements to make that representative available.

(Continued - Association Officials and Representatives)

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(Continued - Association Officials and Representatives)

7.14 The Association's Vice-President will be given copies of all the information which was provided concerning contractual grievances.

7.15 A written list of the Association Officials and Grievance Representatives outlining their areas of representation shall be sent to the Department's Director of Human Resources and Development immediately after their designation and the Association shall notify the State promptly of any changes. Employees shall not be granted release time for Association business until said written list is received by the management official cited herein.

7.16 Prior to granting any Association Official or Grievance Representative release time, such employees shall provide their immediate supervisor written notification at least 72 hours before the start of the period of release time requested except when such written notification is not feasible. Association Officials and Grievance Representatives shall return directly to their duty assignments upon completion of the meeting for which such release time was granted.

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8. ORIENTATION OF NEW HIRES

8.1 The State will allow one designated Association Representative while on duty, between 45-60 minutes, during the Correctional Employee Initial Training or the Introduction to Corrections course to present to all new hires rights and benefits as Association members upon completion of their probation.

8.2 The State will notify the Association in writing of the names and work locations of new hires who do not receive the Association's presentation during the Correctional Employee Initial Training course or the Introduction to Corrections course.

8.3 The Association agrees that it shall not raise, discuss or distribute any issue or material concerning elections, partisan campaign matters, criticism of the State, any employee or management official or anything which may be detrimental to the Labor Management Relationship; provided, however that voter registration cards may be distributed at such orientation meeting.

9. PROBATIONARY PERIODS

9.1 All new employees shall be considered probationary employees for a period of 1 year from the date of hire. The probationary period may be extended upon mutual agreement. Upon completion of the probationary period, employees shall be placed on the seniority roster, and the effective date of seniority shall be the date of hire.

10. LABOR-MANAGEMENT MEETINGS

10.1 Representatives of the State and the Association will meet every other month to discuss problems relating to the general application of contract or other conditions affecting the employee relations and/or working conditions. Member composition of the committee shall be determined and made part of the contract.

A.) The Bureau/Commissioner level (seven Executive Board Members)

B.) Each facility/section (Association District Grievance Representative and one Representative)

10.2 An agenda of subjects to be discussed will be provided to both parties prior to the meeting. Subjects not on the agenda may also be discussed by mutual agreement.

10.3 Subjects affecting the health and safety of bargaining unit members shall be addressed as a priority issue and corrected where possible.

10.4 Meetings may be held more frequently than every other month by mutual agreement or by the request of either party.

10.5 Written minutes of discussions and decisions will be taken. The minutes, once approved by both sides, and any decisions reached by committee members will be forwarded to:

- A. The Commissioner
- B. Bureau Chiefs
- C. Wardens
- D. Department's Director of Human Resources and Development
- E. Association President

10.6 The State shall provide written documentation (such as professional recommendations, test results, work orders, etc.) regarding the corrective action needed and/or taken pertaining to an unhealthy or unsafe working condition.

(Continued - Labor Management Meetings)

(Continued - Labor Management Meetings)

10.7 If an unhealthy or unsafe working condition is not corrected within a reasonable period of time, which under no circumstance will exceed 30 calendar days, it shall be subject to the contract's grievance procedure starting with the Commissioner. In addition, the Association may contact any authority outside of the State for relief without any reprisal by the State if the unhealthy or unsafe condition has not been corrected or resolved by the State.

10.8 With the exception of any health or safety working condition, any mutual understanding achieved by the Labor Management Committee shall be submitted in writing to the Commissioner and action completed within 30 calendar days from receipt, or advise the Committee, in writing, as to why this action cannot be taken.

11. GRIEVANCE PROCEDURE

11.1 Any dispute which may arise between the parties about the application, meaning or interpretation of any article of this Agreement may be formalized by being reduced to writing. The grievance shall state the facts which gave rise to the dispute, supporting documents and the specific relief requested. Wherever a specific State or Association official is referenced in this Agreement, such reference is understood to include a designee.

11.2 All documentation requested by the Association concerning grievances shall be of relevance to the subject grievance. If the State denies such request, it shall provide the reasons for such decision in writing.

11.3 Time limits as set forth herein may be extended in writing upon agreement of the parties. If the time limits expire without an answer or an extension, the grievance may be appealed to the next step. If the grievant and/or Association fails to comply with any applicable time limits, the grievance shall be nullified. A decision is served by facsimile or 1st class U.S. mail in which case it shall be based upon the postmark or facsimile date.

11.4 If the grievance is of such a nature that it is apparent that the grievance officer would not have the power to grant the requested action, the parties, by mutual consent, may elect to have the grievance advanced to any higher step where the required authority exists.

(Continued - Grievance Procedure)

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(Continued - Grievance Procedure)

11.5 Step 1 (Warden or Section Administrator)

An employee having a grievance, or one designated member of a group having a grievance, shall within 10 calendar days of the date of the grievance or within 10 calendar days of the date the employee could reasonably be expected to have knowledge of the grievance, present the grievance to the Warden or Section Administrator, who shall within 10 calendar days meet and discuss the grievance with the employee, the Institutional Grievance Representative, the District Grievance Representative and the Association President. (Section Administrators shall go the affected Institution). The Warden or Section Administrator shall have 10 calendar days thereafter to render a decision in writing.

11.6 Step 2 (Commissioner, Department of Correction)

If the Step 1 decision does not satisfy the grievant, the grievance may be appealed within 10 calendar days, in writing, to the Commissioner. The Commissioner shall hear the grievance and render a decision in writing within 35 calendar days of receipt of the appeal. The meeting shall be attended by the aggrieved employee, the District Grievance Representative and the Association President.

11.7 Step 3 (Pre-Arbitration and Arbitration)

If the Step 2 decision is unsatisfactory, it may be appealed to Arbitration if the grievance involves a provision of the Agreement. Notice of any appeal to Arbitration shall be filed in writing with the State Deputy Director for Employee Relations (hereinafter referred to as "Deputy Director") within 20 calendar days from the date of the Step 2 decision. If the grievance involves a subject governed by the Merit Rules and is appealed, it shall be appealed to the State Personnel Director (with a copy to the Department's Director of Human Resources and Development) and then the Merit Employee Relations Board.

(Continued - Grievance Procedure)

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(Continued - Grievance Procedure)

11.8 Within 20 calendar days of receipt by the Deputy Director of the Association's notice of its intent to bring the grievance to Arbitration (or a longer period upon a mutually agreed upon extension), the Association Representatives and the grievant shall meet with the Deputy Director to attempt to resolve the grievance at the meeting. If the grievance is not resolved at that meeting, the Association may invoke arbitration with the American Arbitration Association, provided it does so within 30 days of that meeting.

11.9 Upon mutual agreement, the State and the Association agree to follow the AAA's Expedited Labor Arbitration Procedures.

11.10 The Arbitrator shall be selected by agreement between the Deputy Director and the Association within 10 calendar days. If they cannot agree within that period, the Arbitrator shall be selected by the Deputy Director and the Association under the Voluntary Arbitration rules then existing of the American Arbitration Association.

11.11 The decision of the Arbitrator shall be final and binding on the parties, and the Arbitrator shall be requested to issue the decision within 30 days after the conclusion of testimony and argument. The arbitration award shall be in writing and shall set forth the Arbitrator's opinion and conclusions in the issue(s) submitted. The Arbitrator shall limit decisions strictly to the application and interpretation of the provisions of this Agreement.

11.12 The Arbitrator shall be without power to make any decision contrary to or inconsistent with, or modify, or varying in any way, the terms of this Agreement. The

(Continued - Grievance Procedure)

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(Continued - Grievance Procedure)

Arbitrator shall have no power to establish or change any individual wage rate, wage schedule or the job content of any occupational specification.

11.13 The fee for the Arbitrator's services and expenses, the administration of the American Arbitration Association and the cost of the proceedings shall be shared equally by the State and the Association. If either party desires a verbatim record be made, it shall pay for the record and make copies available to the other party for the reasonable cost of copying.

11.14 All arbitration hearings shall be held at a mutually agreed upon location chosen by the State and the Association. The arbitrator shall issue a written decision within 30 days after completion of the hearing. The arbitrator shall be bound by the rules of the American Arbitration Association which are applicable to labor relations arbitrations and which are in effect at the time of arbitration.

11.15 The State shall require all people pertinent to the grievance, and including those requested by grievant, to be given time off from duty, without loss of pay and other benefits, to appear at the hearing. Any employee attending such hearings outside of regularly scheduled working hours shall not be eligible for compensation for attendance at such hearing. At Step 1 and Step 2 of this grievance procedure, the State shall make every effort to schedule grievance hearings during the grievant's normal working hours, or within two hours of the completion or start of an employee's shift.

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12. INSTITUTION DESIGNATIONS

As used in the Agreement, the term 'Institution' shall include the following:

S.C.I.	(Sussex Correctional Institution)
S.W.R.C.	(Sussex Work Release Center)
M.C.I.	(Morris Correctional Institution)
E.D.C.	(Employee Development Center)
D.C.C.	(Delaware Correctional Center)
C.&T.	(Court and Transportation)
B.W.C.I.	(Baylor Women's Correctional Institution)
W.C.F.	(Webb Correctional Facility)
M.P.C.J.F.	(Multi-Purpose Criminal Justice Facility)
P.C.C.C.	(Plummer Community Corrections Center)

13. SPECIAL RIGHTS OF THE PARTIES

13.1 The Association has the right to initiate an Institutional Grievance within 10 calendar days of the event which gave rise to the grievance or within 10 calendar days of the date that the Association could reasonably be expected to have knowledge of the event giving rise to the grievance. An Institutional Grievance is one that affects more than one employee of the institution.

13.2 The Association has the right to initiate a System-Wide Grievance at Step 2 within 10 calendar days of the event which gave rise to the grievance or within 10 calendar days of the date that the Association could reasonably be expected to have knowledge of the event giving rise to the grievance. A System-Wide Grievance is one that affects more than one employee at more than one institution.

13.3 The same procedural and time limit process described in this Agreement's Grievance Procedure for Step 1 and Step 2 shall apply to Institutional and/or System-Wide Grievances.

13.4 The State agrees that it will not use fines as a disciplinary measure for the life of this Agreement. The parties agree, however, that the State shall have the right to use non-time off or "paper suspensions" for just cause as a disciplinary measure as an alternative to time-off suspensions at its discretion. Any paper suspension shall state the length of the suspension equivalence and shall have the same effect and weight as a time-off suspension.

(Special Rights of the Parties - Continued)

(Special Rights of the Parties - Continued)

13.5 The State's decision to use a paper suspension or a time-off suspension shall not be a grievable basis to assert that an employee should receive a paper suspension versus a time-off suspension, or a time-off suspension versus a paper suspension.

13.6 Appeals of suspensions shall begin at Step 2 of the grievance procedure.

13.7 Appeals of dismissals are covered under the Disciplinary Code article of this Agreement.

13.8 If the employee appeals a suspension, the suspension shall be delayed until the Step 2 decision has been rendered.

14. NON-DISCRIMINATION

14.1 The State shall not interfere with or discriminate in respect to any term or condition of employment against any employee governed by this Agreement because of membership in or legitimate activity as described in this Agreement on behalf of the Association, nor will the State encourage membership in any other Association.

14.2 There will be no discrimination on the basis of Association activity, race, creed, age, sex, religion, handicap, national origin or lawful political activity by the State or by the Association.

15. PROHIBITION OF SEXUAL HARASSMENT

15.1 The State and the Association acknowledge that sexual harassment is a form of unlawful sex discrimination, and the parties mutually agree that no employee should be subjected to such harassment. The term sexual harassment as used herein is conduct such as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature which constitutes sexual harassment when:

- A. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- B. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- C. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

16. HOURS OF WORK

16.1 The standard work week for full-time employees shall be 37.5 hours per week. With the exception of employees at SCI who currently have split days off, the standard work week shall consist of 5 consecutive work days, and employees shall receive 2 consecutive days off in each 7 day period. However, the standard work week for Correctional Officers, Correctional Officer/-positions, Corporals and Sergeants shall be 40 hours per week.

16.2 Maintenance, Food Service, Prison Industries, K-9 and administrative services are considered part of the institution where their duty assignment is located.

16.3 Employees who do not require a relief shall be off on any holiday celebrated by the State.

16.4 All duty assignments listed in this Article are for informational purposes only and shall not be construed as a guarantee that the employee will be so assigned to the same duty assignment within their assigned institution.

16.5 Delaware Correctional Center

8:00 A.M. - 4:00 P.M.
4:00 P.M. - 12 Midnight
12 Midnight - 8:00 A.M.

Exceptions:

<u>Sallyport</u>	<u>Gym</u>	<u>Minimum</u>
6:30 A.M. - 2:30 P.M.	Variable - Variable	<u>Activity Center</u>
2:30 P.M. - 5:30 P.M. *		5:00 A.M. - 1:00 P.M. 1:00 P.M. - 9:00 P.M.

(Hours of Work - Continued)

(Hours of Work - Continued)

<u>Highway Project</u> Mon-Fri 6:00 A.M. - 2:00 P.M. (DST) 7:00 A.M. - 3:00 P.M. (EST) Variable - Variable	<u>Unit #27</u> 6:00 A.M. - 2:00 P.M. 2:00 P.M. - 10:00 P.M.	<u>Main Gate Search C/O</u> 7:30 A.M. - 3:30 P.M. 3:30 P.M. - 4:00 PM*
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Mailroom
Mon - Fri
6:00 A.M. - 2:00 P.M.
Variable - Variable

Commissary/CDS/Laundry
Variable - Variable

C/O Cook
2:00 A.M. - 10:00 A.M.
4:00 A.M. - 12:00 Noon
10:00 A.M. - 6:00 P.M.
11:00 A.M. - 7:00 P.M.
Variable - Variable

Central Supply
Mon-Fri
6:30 A.M. - 2:30 P.M.
7:00 A.M. - 3:00 P.M.

T-3
Mon-Fri
6:00 A.M. - 2:00 P.M.

Motor Pool
Mon-Fri
6:00 A.M. - 2:00 P.M.

Vo-Tech
Mon-Fri
6:00 A.M. - 2:00 P.M.

Education
Mon-Fri
7:00 A.M. - 3:00 P.M.

Maintenance
Mon-Fri
8:00 A.M. - 4:00 P.M.
Variable - Variable

Powerhouse
8:00 a.m. - 4:00 p.m.
4:00 p.m. - 12:00 midnight
12:00 midnight - 8:00 a.m.
Variable - Variable

(Hours of Work - Continued)

(Hours of Work - Continued)

K-9 Units

Unit #21
7:15 A.M. - 3:15 P.M.
3:15 A.M. - 11:15 P.M.
11:15 P.M. - 7:15 A.M.

Unit #22
7:30 A.M. - 3:30 P.M.
3:30 A.M. - 11:30 P.M.
11:30 P.M. - 7:30 A.M.

Unit #23
6:00 a.m. - 2:00 p.m.
2:00 p.m. - 10:00 p.m.
10:00 p.m. - 6:00 p.m.

Recycling
Variable - Variable

* Staff reports to where directed

16.6 Court and Transportation

Monday - Friday; 5:30 a.m. - 4:00 p.m.; Variable starting times, except employees with 10 or more years of Court and Transportation experience and set hours for more than 5 years, who will continue with those set hours or Variable - Variable.

16.7 Baylor Women's Correctional Institution

8:00 A.M. - 4:00 P.M.
4:00 P.M. - 12:00 Midnight
12:00 Midnight - 8:00 A.M.

Exception: C/O Cook
4:00 A.M. - 12:00 Noon
11:00 A.M. - 7:00 P.M.

(Hours of Work - Continued)

(Hours of Work - Continued)

16.8 Sussex Correctional Institution

8:00 A.M. - 4:00 P.M. **
4:00 P.M. - 12:00 Midnight **
12:00 Midnight - 8:00 A.M.
** 8:00 A.M. - 4:00 P.M. and 4:00 P.M. - 12:00 Midnight shifts
rotate in Closed Custody, Pre-Trial, Medium, Minimum

7:00 A.M. - 3:00 P.M. ***
3:00 P.M. - 11:00 P.M. ***
11:00 P.M. - 7:00 A.M.
*** 7:00 A.M. - 3:00 P.M. and 3:00 P.M. - 11:00 P.M. shifts rotate
in Towers, Sallyport, Booking and Receiving

Exceptions:

Commissary / Mailroom
Mon-Fri
8:00 A.M. - 4:00 P.M.
Variable - Variable

Laundry
Mon-Fri
7:00 A.M. - 3:00 P.M.

Special Projects
Mon-Fri
Flexible
8:00 A.M. - 4:00 P.M.

Farm
Flexible
7:00 A.M. - 3:00 P.M.

Woodshop
Mon-Fri
7:00 A.M. - 3:00 P.M.

Gym
Mon-Fri
8:00 A.M. - 4:00 P.M.

Highway Crew
Mon-Fri
6:00 A.M. - 2:00 P.M.(DST)
6:30 A.M. - 2:30 P.M.(EST)

Visiting Room
8:00 A.M. - 4:00 P.M.

C/O Cook
3:00 A.M. - 11:00 A.M.
10:30 A.M. - 6:30 P.M.
Variable - Variable

Maintenance
Mon-Fri
8:00 A.M. - 4:00 P.M.

16.9 Sussex Work Release

8:00 A.M. - 4:00 P.M.
4:00 P.M. - 12:00 Midnight
12:00 Midnight - 8:00 A.M.
5:00 A.M. - 1:00 P.M.
Variable-Variable

(Hours of Work - Continued)
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(Hours of Work - Continued)

16.10 Webb Correctional Facility

7:00 A.M. - 3:00 P.M.
3:00 P.M. - 11:00 P.M.
11:00 P.M. - 7:00 A.M.

Exceptions:

Work Crews
Mon-Fri
7:00 A.M. - 3:00 P.M.
8:00 A.M. - 4:00 P.M.

16.11 Plummer Community Corrections Center

8:00 A.M. - 4:00 P.M.
4:00 P.M. - 12:00 Midnight
12:00 Midnight - 8:00 A.M.
Variable - Variable

16.12 Multi-Criminal Justice Facility

8:00 A.M. - 4:00 P.M.
4:00 P.M. - 12:00 Midnight
12:00 Midnight - 8:00 A.M.

Exceptions:

Maintenance
Mon-Fri
8:00 A.M. - 4:00 P.M.

Mailroom
Mon-Fri
7:00 A.M. - 3:00 P.M.
3:00 P.M. - 11:00 P.M.

C/O Cook
4:00 A.M. - 12:00 Noon
11:00 A.M. - 7:00 P.M.

Supply
Mon-Fri
8:00 A.M. - 4:00 P.M.

(Hours of Work - Continued)
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(Hours of Work - Continued)

Laundry
Mon-Fri
6:00 A.M. - 2:00 P.M.

Loading Dock
Mon-Fri
6:00 A.M. - 2:00 P.M.

16.13 Morris Correctional Institution
7:30 A.M. - 3:30 P.M.
3:30 P.M. - 11:30 P.M.
11:30 P.M. - 7:30 P.M.

Exceptions:

Highway Crew
Mon-Fri
7:30 A.M. - 3:30 P.M.

16.14 Employee Development Center
Hours Rotating Monday-Friday

16.15 All security staff assigned to recorded bidded hours, and who are not listed as variable-variable as of September 30, 1995, shall not have their hours changed, except as provided under Article 32.

16.16 For any vacant position (newly created or vacated pre-existing), the State may establish hours and days off at its discretion.

16.17 Non-security staff (Statewide) - Hours of work shall be set at the institutional level based upon operational needs.

17. WORK SCHEDULES

17.1 Where the nature of the work involved requires continuous operations on a 24-hour per day, 7 days per week basis, employees will have their schedules arranged in a manner which will ensure that the work schedule will be based on a 37.5 hour week or a 40 hour week.

17.2 Except for employees currently receiving split days off at S.C.I., employees working relief and employees working alternative schedules, including, but not limited to, flexible and compressed schedules, the standard work week shall consist of 5 consecutive work days followed by 2 consecutive days off during each 7 day period.

17.3 The State and the Association agree to continue the current use of variable and/or rotating work schedules for the positions listed below during the term of this Agreement. Employees who work a temporary work schedule shall receive their work schedules at least 14 calendar days in advance, when practicable.

1. Employee Development Center Officer (E.D.C.O.)
2. Vacation/Holiday Relief (V.H.R.)
3. Flexible/Temporary Assigned

17.4 E.D.C.O.'s shall be used primarily to relieve those employees who are scheduled to attend training at the Employee Development Center, on site-on shift training, or other assigned duties. E.D.C.O.'s shall select their shift schedule by seniority as defined in this Agreement.

17.5 V.H.R.'s shall be used to relieve those employees who are scheduled for vacation or holiday leave unless temporarily assigned. It is further agreed that they will work the same schedule, shift and days off as the employee they are relieving.

(Continued - Work Schedules)

(Continued - Work Schedules)

17.6 The State agrees to make a reasonable effort to assign V.H.R.'s to relief positions of similar classifications.

17.7 The State and the Association agree that V.H.R.'s will only be temporarily assigned to one position for a maximum of 90 calendar days.

ARTICLE 18 EQUIPMENT

18.1 Equipment necessary for employees to perform their work duties shall be supplied by the State and made available to all employees.

18.2 The State shall maintain safe equipment at all times.

18.3 The State shall train all employees prior to issuing any equipment.

18.4 Standard issue for Correctional Officers and Correctional Officer series shall be key holders and rubber gloves with case.

18.5 The State shall provide ready access to handcuffs with case, airway resuscitation mask and holder (located in the first aid kit), personal alert alarms or radios, and a mini mag flashlight with holder to all patrols and floor officers at all work locations where inmates are housed or directly supervised.

18.6 The State shall determine and provide ready access to cap stun devices, where appropriate, to patrols and floor officers at all work locations where inmates are housed or directly supervised.

ARTICLE 19 OVERTIME

19.1 The State shall determine overtime availability. The Association shall determine the distribution of overtime, including the generation and maintenance of overtime lists, subject only to any reasonable documented limitations the State places on a specific employee's overtime eligibility. The State shall be responsible for designating the calling of overtime provided, however, if C/O series employees are assigned to call scheduled overtime, those employees will be relieved of other responsibilities during calling time. For the purposes of this Article, unscheduled overtime will be defined as only that overtime authorized less than 4 hours prior to the start of such overtime. Coverage for all unscheduled overtime shall be called by telephone operators, if on duty.

19.2 Any time the State becomes aware of the need for overtime within 2 hours of the start of such overtime, the State may offer such overtime to employees on site, giving priority to employees on the overtime list who are on duty.

19.3 The State shall reserve the right to distribute overtime, including but not limited to freezing employees, whenever the overtime distribution made by the Association fails to meet operational or security needs.

19.4 If the State needs to freeze any employees to cover overtime, probationary employees on duty shall be frozen first. The next employees to be frozen will be chosen based on seniority from the least amount of seniority to the greatest amount of seniority. A list shall be maintained of anyone who is frozen so the next time freezing must occur, the next employees on the list who have not been frozen will be chosen. The State will provide a copy of this list to the Association quarterly.

(Continued - Overtime)

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(Continued - Overtime)

19.5 The sole remedy for any violation of this article shall be to offer grievants the next available overtime opportunity that they are available to work.

19.6 The parties agree that prompt and timely payment for overtime worked shall be an important priority. Toward this end, a joint Payroll Committee, consisting of 3 Association representatives and 3 State representatives, shall be formed. This Committee shall commence meetings no later than 60 days from the signing of this Agreement and shall have the charge of establishing procedures which will allow overtime payments to be received in the next pay period after the overtime is worked.

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(Uniforms - Continued)

quality, re-issue and maintenance and to determine if changes are needed and make recommendations to the Commissioner as appropriate.

- B. This committee will also be charged with meeting periodically during the term of this Agreement on the request of either party to review and make recommendations to the Commissioner on any uniform issues that may arise.
- C. The committee shall have the authority to request employees in a particular classification to attend if appropriate.

ARTICLE 22. BULLETIN BOARD

22.1 The State agrees to provide a separate locked enclosed bulletin board labeled with the Association name where notices of official Association matters may be posted at each institution.

22.2 The Association will post only that information which it believes to be of importance to its bargaining unit members.

22.3 If the State objects to any posted literature, they shall discuss their objection with the Association President.

22.4 Keys to the bulletin boards will remain under the control of the Association and the Commissioner of Correction.

22.5 The Association agrees that material which shall be excluded from posting is that which consists of any material concerning elections, partisan campaign matters, criticism of the State, any employee or management official or anything which may be detrimental to the Labor-Management relationship, with the exception of grievance results.

ARTICLE 23. MANAGEMENT RIGHTS

23.1 The State has the exclusive right to manage its operations and direct employees except as specifically modified by an expressed provision of this Agreement.

ARTICLE 24. TRAINING

24.1 Training issues may be raised in Labor Management Committees or submitted to the Employee Development Center, as appropriate.

24.2 A copy of all training bulletins affecting bargaining unit employees will be sent to the Association President.

24.3 Employees who transfer to a new facility or are promoted shall be provided a reasonable orientation period following such movement.

24.4 The parties agree that weapons recertifications or any other recertification will be completed during the employee's normal working hours. When directed by the State to meet the requirement outside the employee's regular working hours, the employee will be paid overtime.

ARTICLE 25 ESSENTIAL /NON-ESSENTIAL

25.1 Wardens/Section Administrators shall designate essential employees at their respective institutions/facilities no later than October 1 of each year. The Association shall be provided a copy of all such lists no later than October 15 of each year.

25.2 A State of Emergency is an official proclamation issued by the Governor. This declaration may apply to all Executive Branch employees within the State or be confined to a specific geographic region, such as for employees who live or work in Sussex County.

25.3 During a declared State of Emergency involving a natural disaster or extreme weather conditions, all essential employees who reside less than 25 miles from their assigned institution will report directly to their assigned institution.

25.4 Within 120 days after the signing of this Agreement, a committee consisting of 4 members representing the institutional Wardens and 4 members representing the Association shall meet and determine a program of institutional response during a declared State of Emergency (as defined in this article) for all essential employees residing further than 25 miles from their regularly assigned institution.

25.5 Within 45 days after the signing of this Agreement essential employees who reside further then 25 miles may submit a request to the committee to report to another institution closer to their home. During such States of Emergency, essential employees shall respond to the institution previously designated by the above committee.

ARTICLE 26 VISITATION

26.1 Representatives of the Association shall be admitted, upon request to the institution's Warden or designee, to any institution and/or work location during operational hours for the purpose of conducting Association business.

26.2 Representative(s) of the Eastern Seaboard P.B.A. Conference, upon request to the institution's Warden or designee, shall be admitted to any facility and/or work location of the State, during operational hours for the purpose of investigating specific grievances and observing compliance of this Agreement.

26.3 Upon 72 hours advance request to the Department's Director of Human Resources and Development, a mutually agreed upon external consultant shall also have visitation privileges for the same purposes stated herein, except during an emergency situation.

26.4 The Association agrees that such right of visitation will not be abused.

ARTICLE 27. PART-TIME PUBLIC OFFICE

27.1 Employees elected to any public office provided for by the Constitution of the State or the Delaware Code shall be granted such leaves of absence without pay as is reasonable and necessary to perform their duties in such office. Upon completion of such leaves, employees shall be reinstated in the same position which they held at the time such leaves of absence were granted. Employees on leaves of absence in accordance with this section shall maintain any seniority, pension or benefits previously earned.

ARTICLE 28. HEALTH AND WELFARE

28.1 During the term of this Agreement, the State agrees to continue its current practice of providing health care coverage to the members of this bargaining unit and their dependents.

28.2 The State agrees to continue to provide each member of this bargaining unit with the current \$2,000.00 life insurance including additional dismemberment benefits policy at no cost to the individual employee.

28.3 The State agrees to incorporate stress management in the Correctional Employee Initial Training course. In addition, the State will offer stress management to all employees at least twice per year.

28.4 The State agrees to provide any employee required to remain on duty 4 hours or longer beyond the end of their normal tour, or during an emergency call back situation lasting 4 hours or more, with a meal (one meal for the first 8 hour shift). An additional meal will be provided for each 4 hour increment thereafter provided the employee is not released from the institution at the end of any increment. It will be the responsibility of the shift supervisor to notify and make the arrangements to provide the employee with the meal from the kitchen. If the State is unable to provide such meals from within the institution, the shift supervisor will make arrangements and provide a means of picking up the food for employees. The State agrees to allot \$7.00 a meal per employee for this purpose.

(Continued - Health and Welfare)

28.5 Whenever an employee is required to remain on duty beyond the end of their normal tour of duty, the State shall allow that employee to make whatever telephone call(s) are needed to deal with individual and/or family obligations. This right to make the necessary telephone calls shall not be unreasonably delayed.

28.6 As lockers become available, the State agrees to assign them to employees.

28.7 The current policy in effect as of December 1, 1995, covered by Department Policy 8.27, Section X.D., dated November 1, 1993, regarding beards, mustaches and earrings shall not be changed unless negotiated with the Association.

28.8 The State agrees to provide, at its expense, all employees covered by this Agreement, who are certified by the State as at risk for Hepatitis B exposure, with the entire Hepatitis B vaccination series.

ARTICLE 29. EMPLOYEE BILL OF RIGHTS

29.1 To assure individual rights of employees are not infringed upon, the following shall represent the Employee Bill of Rights.

29.2 Whenever an employee is under investigation or is subjected to questioning for any reason which could lead to disciplinary action, demotion or dismissal, the investigation or questioning shall be conducted under the following conditions:

(1) The questioning shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, unless the gravity of the investigation, in the opinion of the investigator, is of such a degree that immediate questioning is required.

(2) The questioning shall take place at the Department's Internal Affairs Office, or at the employee's assigned institution, or at the institution/location at which the incident allegedly occurred.

(3) Prior to any investigative interrogation or interview conducted by Internal Affairs, the State shall review, explain and have the employee complete a copy of Appendix A at the conclusion of this Article.

(4) Employees under investigation by Internal Affairs shall be informed of the name and rank or position title of the official in charge of the investigation. All questions directed to the employee shall be asked by and through no more than 2 investigators at any given meeting. No formal charge against an employee seeking dismissal or suspension or other formal disciplinary action shall

(Continued - Employee Bill of Rights)
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(Continued - Employee Bill of Rights)

be pursued unless the charge forms the basis of just cause derived from an investigation by an authorized member of the Department.

(5) Employees under investigation by Internal Affairs shall be informed in writing of the nature of the investigation prior to being questioned.

(6) Interview sessions shall be for reasonable periods of time. There shall be times provided for the employee to allow for such personal necessities and rest periods as are reasonably necessary.

(7) Except upon refusal to answer questions pursued in a valid investigation, no employee shall be threatened with transfer, dismissal or other disciplinary action.

(8) Any Internal Affairs interviews held in connection with the administrative investigation which are taped shall be subject to access by the employee who is the subject of that investigation. A copy of that record shall be provided to the employee or the Association at their expense upon request.

(9) If employees under interrogation are under arrest or may reasonably be placed under arrest as a result of the investigation, they shall be informed of their Miranda Rights.

(10) Employees under questioning will be allowed an Association Representative of their choice subject to immediate availability, within their

(Continued - Employee Bill of Rights)

(Continued - Employee Bill of Rights)

respective institution or section, who shall be present at all times during the questioning unless waived in writing by the investigated employee. If the representative of choice is not immediately available, then the most readily available representative shall be allowed. The State agrees to make every effort to provide employees at least 2 hours advance notice of such discussions when practicable to do so. For the purposes of this subsection, the recognized Association Representatives shall be the same as defined in Article 7 of this Agreement.

(11) A charged employee and the Association shall be provided a written copy of all relevant portions of all documents used as the basis for any disciplinary action. These items include, but are not limited to, transcripts and all of the enumerated information set forth in Article 7 of this Agreement.

(12) All records compiled as a result of any investigation subject to the provisions of this Article and/or any other provision of this Agreement, shall remain confidential and shall not be released to the public.

29.3 Any adverse material inserted into an employee Personnel File shall be subject to an accuracy or propriety challenge pursuant to Article 38.3 of this Agreement.

29.4 Any disciplinary charges and action resulting from an investigation made under this Article shall be subject to the provisions of Article 41 (Disciplinary Code) of this Agreement.

Appendix A
SAMPLE PRE-INTERVIEW ADVISEMENT FORM

1. You are being questioned as part of an official investigation of this agency into potential violations of department rules and regulations. This investigation concerns: _____
2. You will be asked questions specifically directed and narrowly related to the performance of your official duties and your fitness for office.
3. You have the right to refuse to answer any questions or make any statements that might incriminate you in a criminal matter.
4. If you fail to exercise this right, anything you say may be used against you in a criminal proceeding.
5. The right to refuse to answer a question on the grounds of your right against self-incrimination does not include the right to refuse to answer on the grounds that your answer may reveal a violation of a department policy, rule, or regulation that is not a criminal offense.
6. You may be subject to departmental discipline for refusal to give an answer that would not implicate you in a criminal offense.
7. Anything that you say may be used against you not only in any subsequent department charges, but also in any subsequent criminal proceeding.
8. You have the right to consult with a representative of your collective bargaining unit and have them present during the interview.

I have read and understand the contents of the above statement on this _____ day of _____, 19__.

I ___ do ___ do not at this time want a copy of the transcript or tape recordings of this interview. I understand that I may request a copy at a later time. If I do want a copy, I realize that there will be a nominal charge for same.

Signature: _____

Witnessed by: _____ Time: _____

Location: _____

OTHERS PRESENT: _____

ARTICLE 30. SENIORITY

30.1 Seniority, as stated in this Agreement, shall consist of accumulated service within the Bargaining Unit, as authorized in the certifications referenced in Article 3, with the exception of any supervisory time spent as a member of AFSCME Local 1726 prior to March 17, 1981.

30.2 Employees earned seniority, or seniority in classification, shall not be lost because of absence due to illness, authorized leaves of absences, or temporary layoff, unless it continues for more than two years. The seniority list shall be sent annually by mail to the Secretary of the Association. Employees who return to work within 2 years from the date they left shall receive credit for previously earned seniority.

30.3 Employees transferred or promoted to positions outside of the bargaining unit shall not lose seniority rights accumulated from the date of employment to the date transferred or promoted; but during the employees absence from the bargaining unit, seniority rights shall not accumulate. Employees returning to the bargaining unit shall pick-up seniority credited at the time they left the bargaining unit and thereafter shall be entitled to the same seniority rights as any other employees.

30.4 Dismissed employees who appeal such dismissal will not lose any seniority or seniority in classification earned prior to their dismissal date until the exhaustion of all appeals.

ARTICLE 31. VACATION/HOLIDAY PREFERENCE AND SCHEDULE

Section 1.: Vacation Preference

- 31.1 Seniority, as defined in the Agreement, shall govern with respect to vacation preference. In any institution where more than 50 employees are assigned, vacation sign-up shall be done by seniority in classification.
- 31.2 The vacation year shall be the period from January 1 to December 31st inclusive. The State shall return all initial approved vacation requests to the employees prior to the start of a vacation year along with a list of open weeks that are available. All other requests for vacation leave during a vacation year shall be returned to the employee no later than 1 week prior to the time off requested.
- 31.3 The first request of an employee shall be for 3 weeks. No employee shall be granted more than two consecutive weeks vacation between Memorial Day and Labor Day. After all employees entitled to receive vacation have been given an opportunity to apply and are approved, a second request may be submitted by an employee for additional vacation time. The date of

(Vacation/Holiday Preference And Schedule - Continued)

(Vacation/Holiday Preference and Schedule - Continued)

- the request filed shall govern the second request. Section 31.1 shall apply in granting a second request if more than one employee filed the request on the same date.
- 31.4 The State agrees to make a reasonable effort to provide relief within the same classification of the employee scheduled off.
- 31.5 The State shall honor the vacation requests of transferring employees if such requests have been approved by the employees' previous institution provided no overtime costs will be incurred. No employees shall lose any previously approved vacation selection due to another employee's transfer to that institution.
- 31.6 Employees shall be allowed to carry over twice their annual accrual rate. Should the employee have above that amount at the end of the vacation year, as a result of being denied the ability to use allotted vacation, the limit stated above shall be waived for that vacation year. *
- 31.7 Each employee shall receive an annual statement of unused vacation leave time credits.
- * This provision is based upon, and subject to, enabling language contained in the FY 1995 Budget Act.

(Vacation/Holiday Preference and Schedule - Continued)

(Vacation/Holiday Preference and Schedule - Continued)

- 31.8 At the beginning of each month, the State shall post a list of employees who are on vacation for that month. Such list shall be posted at a location accessible to all employees on a 24 hour basis.

Section 2: Holiday Preference

- 31.9 Employees who desire to use a rescheduled holiday shall submit a leave request to their shift commander or the supervisor in charge of that shift. Such leave requests shall be submitted at least 7 working days in advance.
- 31.10 The shift commander or supervisor in charge shall notify the employee by returning a copy of their leave request no later than 24 hours prior to the start of the requested leave. If circumstances change whereby any request initially rejected may be honored during this 24 hour period, the employee initially denied shall be given first opportunity to take their requested time off.
- 31.11 The date the leave request was submitted shall govern the request for time off. Should more than 1 employee submit a request for the same day off, on the same day, such requests shall be decided by seniority as defined in this Agreement.

(Vacation/Holiday Preference and Schedule - Continued)

(Vacation/Holiday Preference and Schedule - Continued)

- 31.12 Any rescheduled holiday carried over must be used by the end of the current fiscal year. However, should an employee be unable to receive time off and can provide documentation of same, said employee shall be paid for any holiday not used.

ARTICLE 32. TRANSFER WITHIN AN INSTITUTION BY CLASSIFICATION

32.1 The State and the Association agree that vacancies for Correctional Officers, Corporals, Sergeants and Correctional Officers/positions, except specialized positions, at each institution shall be posted by shift, days off, and primary assignments if any.

32.2 To be eligible to bid, the employee must not have received any of the following within 12 calendar months immediately preceding the bid application:

- a.) A less than satisfactory (or less than meets expectations) overall rating on their performance review
- b.) An AWOL for which an employee did not call in
- c.) Disciplinary action greater than a 4-day suspension

32.3 The primary assignment shall be posted for informational purposes only and shall not be construed as a guarantee that the employee will always be so assigned to the same location.

32.4 Specialized position vacancies at each institution shall be posted by the following:

- | | |
|--------------------|----------------------------|
| a.) Shift | d.) Primary assignment |
| b.) Days off | e.) Special requirements |
| c.) Classification | f.) Special qualifications |

32.5 Selection for Correctional Officer positions except specialized positions shall be based on seniority as defined in this Agreement. The tie breaking factor shall be the employee's Correctional Employee Initial Training course overall score.

(Continued - Transfer within an Institution)

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(Continued - Transfer within an Institution)

32.6 Selection for Corporal, Sergeant, Correctional Officer/positions and specialized positions shall be based on the following criteria:

- a.) Seniority (overall weight of 30%)
- b.) Prior experience, skill, ability, performance record and reliability
- c.) Results of an interview (overall weight not to exceed 30%)

The tie breaking factor shall be the employee's Correctional Employee Initial Training course overall score.

32.7 The interview shall be conducted by an interview board from the affected institution. An Association official shall be given the opportunity to be present at any interview board held under this article. They shall not participate in the interview process.

32.8 Employees may appeal their non-selection starting at Step 2 of the grievance procedure. The standard for arbitral review shall be whether or not the selection decision was reasonable or was based on factual error(s).

32.9 Employees may be awarded a change in shifts or days off no more than once in a 6 consecutive month period. Employees must accept an awarded bid.

(Continued - Transfer within an Institution)

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(Continued - Transfer within an Institution)

32.10 No employee will be transferred from a shift or days off within an institution to another shift or days off within that institution except under one or more of the following conditions:

- a. Closing of an institution or part of an institution
- b. Relocation of a program
- c. By request of the employee
- d. By mutual consent of the State and the Association
- e. When an employee is a member of the relief pool
- f. By grievance/arbitration decision, consent decree or court ruling
- g. By declaration of a declared emergency solely by the Commissioner.
- h. The employees mental or physical condition, which has been specified in writing, necessitates a change in shift, either temporary or permanent. The employees days off shall not be affected
- i. For a period of no greater than 90 days, if the employee receives a less than satisfactory (or less than meets expectation) overall rating on their performance review. The employees' days off shall not be affected.

ARTICLE 33. TRANSFER OUTSIDE INSTITUTION (LATERAL)
BY CLASSIFICATION

33.1 Employees who desire to transfer to another institution must submit a State of Delaware application to the Department's Human Resources Office. Applications will be accepted only when the register for that classification is open unless the employee is already in that classification.

33.2 To be eligible for a lateral transfer, the employee must not have received any of the following within 12 calendar months immediately preceding the transfer application:

- a.) A less than satisfactory (or less than meets expectations) overall rating on their performance review
- b.) An AWOL for which an employee did not call in
- c.) Disciplinary action greater than a 4-day suspension

33.3 Lateral transfers shall take precedence over any other means of filling a vacancy at each institution on an alternating basis, except Correctional Officers, after all transfers within an institution have been exhausted.

33.4 Employees must accept an awarded transfer for which they applied.

33.5 No employee will be transferred from one institution to another except under one or more of the following conditions:

1. Closing of an institution or part of an institution
2. Relocation of a program
3. By request of the employee
4. By grievance/arbitration decision, consent decree or court ruling
5. A temporary transfer not to exceed 90 days where there is validated evidence that the present assignment causes a safety and/or security problem. Shift and days off shall not change during this period.
6. By mutual consent of the State and the Association

(Transfer Outside Institution-Lateral - Continued)

(Transfer Outside Institution-Lateral - Continued)

33.6 Whenever employees voluntarily accept temporary transfer to a similar job in a different institution, in order to assist the State, they shall not lose any seniority or bid rights, scheduled vacations or any other rights granted by this Agreement.

33.7 Voluntary temporary transfers shall be offered to employees within the same classification based on seniority within the sending institution.

33.8 Mutually agreed upon temporary transfers shall not exceed 180 days.

33.9 Selection for transfer shall be made on the basis of the following criteria:

1. Seniority (overall weight of 30%)
2. Prior experience, skill, ability, performance record and reliability
3. Results of an interview (overall weight not to exceed 30%)

33.10 Employees may appeal their non-selection starting at Step 2 of the grievance procedure. The standard for arbitral review shall be whether or not the selection decision was reasonable or based on factual error(s).

33.11 Among employees who exceed an announced pre-established reasonable cut-off score, the employee receiving the highest score shall be awarded the position. Employees not selected shall be notified in writing of the reasons for this decision and shall receive a breakdown of their overall scores upon request.

33.12 The tie breaking factor shall be the employee's Correctional Employee Initial Training course overall score.

(Transfer Outside Institution-Lateral - Continued)

(Transfer Outside Institution-Lateral - Continued)

33.13 The interview shall be conducted by an interview board from the affected institution. An Association official shall be given the opportunity to be present at any interview board held under this article. They shall not participate in the interview process.

33.14 No graduating cadet may be placed in a position that was vacant at the time the Correctional Employee Initial Training class commenced until the transfer list for that position has been canvassed and a selection made in accordance with 33.11. Cadets shall not be awarded shift or days off until all transfer requests have been accomplished.

ARTICLE 34. STAND-BY DUTY PAY *

34.1 An employee in a position or a class that is entitled to overtime pay under the Fair Labor Standards Act who is assigned to critical public service as approved by the State Personnel Director, and authorized and required by the appointing authority to be on-call regularly for emergency services for an average of 64 off-duty hours or more per week, shall receive supplemental pay equal to 5% of the employee's paygrade midpoint while so assigned. Such increased pay shall continue during absences only for paid holidays and sick leave of five successive work days or less occurring during the period of assignment. Any call-back work required during on-call periods shall also be compensated in accordance with the call-back provisions of Article 55.

ARTICLE 35. PROMOTIONS

35.1 When posting a vacant position or announcing an open register within the bargaining unit, the State shall announce such positions for at least 15 calendar days before the closing date for receipt of applications. Posting notices shall include the following information: Job title, paygrade, job duties, minimum qualifications and selective requirements, if any.

35.2 As necessary to assure sufficient numbers of qualified applicants, the State may continue to accept applications after the originally announced closing date, provided the closing date is extended and appropriately publicized.

35.3 The State may also decide to accept applications for certain examinations without any closing date, pursuant to the procedures established by the State.

35.4 The State may announce a vacancy with selective requirements, provided the justifications for such requirements are job-related. In positions where licenses and/or registrations are required in the job specification, an applicant must possess the adequate license or certificate of adequate registration on the date the application is made.

35.5 Promotion shall mean advancement to a higher pay grade within the bargaining unit. Employees who desire to apply for promotion must submit a State of Delaware application to the Department's Human Resources Office. Applications will be accepted only when the register for that classification is open.

35.6 Whenever an application is rejected, notice of such rejection with statement of reason shall be promptly provided in writing to the applicant. Rejected applicants may appeal in writing to the State within 10 days of the rejection notice.

35.7 Employees who meet the minimum requirements shall take a competitive, job related examination if applicable.

(Continued - Promotions)

(Continued - Promotions)

35.8 For the purpose of this article, Unassembled (Training and Experience) Examination is defined as follows: An evaluation of an employee's application shall be rated on 100% of training and experience to include related education, specialized training and/or on the job experience.

35.9 Employees shall have the right to inspect their examination papers within 10 calendar days of the employee receipt of the official notice of the examination results. This time period may be extended by agreement between the State and the Association.

35.10 Any error in computation or failure to apply uniform rating procedures, if called to the attention of the State, as appropriate, within 10 calendar days after the date on which official notification results of such rating was mailed, shall be corrected.

35.11 Applicants who have taken an examination or been rated by training and experience may appeal to the State for review of their rating in any part of such examination to assure that uniform and appropriate procedures have been applied fairly. Such appeal must be mailed to the State within 10 calendar days after the date on which notification of such rating was mailed. The decision of the State shall be final.

35.12 Employees shall be placed on each register for which they have applied and passed a competitive examination. The employee names shall be placed on each appropriate register in rank order. Test scores remain valid for the life of the examination.

35.13 Names may be removed from registers by the State based upon the reasons currently established by the Merit Rules or State Law.

35.14 Whenever the State desires to fill a position, a request for certification of eligibles shall be completed following the procedure prescribed by the State.

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35.15 Upon receipt of a request for certification, the State shall certify all names from layoff lists that exist for the class, names of former employees approved for reinstatement, current employees eligible for transfer and no more than 15 or 15% of the eligible candidates, whichever is the greater number.

35.16 If the State requests names to fill more than one position, the number of names certified shall be increased by twice the number of additional vacancies.

35.17 While the State is considering names from a certified list, subsequent requests may be received for certified lists using the same eligibility register for other vacancies. The number of names on each certified list will be determined in accordance with 35.15, that is, for each prior outstanding vacancy being considered from the same employment register.

35.18 Any candidate whose name appears on a certified list may be considered to fill the vacancy for which the list was requested. Should the list be unsatisfactory, it may be returned and subsequent lists may be requested, provided the reasons for rejection accompany the returned list.

35.19 Eligibility lists must be rank ordered in accordance with procedures outlined by the State. In those circumstances where there are no ranking procedures in place and the number of qualified candidates is equal to or fewer than the maximum number to be certified, names may be certified in alphabetical order.

35.20 Selection for promotion shall be made on the basis of the following criteria:

1. Seniority (overall weight of 30%)
2. Prior experience, skill, ability, performance record and reliability
3. Results of an interview (overall weight not to exceed 30%)

The tie breaking factor shall be the employee's Correctional Employee Initial Training course overall score.

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35.21 The interview shall be conducted by an interview board from the affected institution. An Association official shall be given the opportunity to be present at any interview board held under this article. They shall not participate in the interview process.

35.22 Selection shall be made from among the top 7 ranked candidates emerging from the selection process set forth in 35.20. Employees not selected shall be notified in writing.

35.23 Employees may appeal their non-selection starting at Step 1 of the grievance procedure. The standard for arbitral review shall be whether or not the selection decision was reasonable or was based on factual error(s).

ARTICLE 36. DEMOTION

36.1 Employees may be demoted to a position of a lower grade for which they qualify, for any of the following reasons:

- 1.) When an employee would otherwise be laid off because of funding, their position is being abolished or is being reclassified to a lower grade;
- 2.) When an employee voluntarily requests such demotion, and the demotion is approved by the Commissioner;
- 3.) A disciplinary action for just cause
- 4.) A grievance/arbitration decision, consent decree or court ruling.

36.2 The State shall notify the employee in writing 30 days in advance stating the reason for demotion, except when discipline is involved.

36.3 In a case of demotion for just cause and/or a voluntary demotion, the rate of pay decrease shall not exceed the percentage the employee received with the promotion.

36.4 The employee who is demoted shall return to the last classification title they held prior to promotion if a position is available at their assigned institution.

36.5 If a position is not available in the demoted classification, the demoted employee will be assigned to the relief pool at their assigned institution until a position in that classification is available.

ARTICLE 37. PERFORMANCE REVIEW

37.1 The State and the Association agree that the Performance Review shall not be used as a tool of discipline. The purposes of the Performance Review shall be to inform employees about management expectations, assess performance, provide feedback to employees and improve performance.

37.2 Employee Performance Reviews shall be based on the parameters set by their performance plan.

37.3 Performance Reviews shall be completed by the designated evaluator who is not in the same bargaining unit as the employee being evaluated (usually the employee's immediate supervisor) and shall be approved by a reviewer of a higher pay grade who is designated by the State (except in cases of potential conflict of interest or other legitimate reasoning).

37.4 Employees shall not be required to sign off on the Performance Review until all of management's comments are reviewed by the employee. Employees shall be afforded the opportunity to comment on the entire Performance Review. Those employee comments shall be affixed to the Performance Review document.

37.5 All Performance Reviews shall be placed in the employee's personnel file, and a copy shall be given to the employee upon signing.

37.6 The designated evaluators shall meet with employees to review performance as necessary throughout the evaluation period.

37.7 Employees may appeal an overall unsatisfactory performance review rating through the entire grievance procedure. Employees may only appeal "needs improvement" ratings up to Step 2 of the grievance procedure.

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37.8 Upon a determination at any step of the grievance procedure that any performance review, documentation, or portion thereof, is either inaccurate or improperly placed in the employee's evaluation, it shall be removed from the file together with any of the employee's statements thereto.

37.9 When an employee's performance review is unsatisfactory, the performance review must be documented in writing, and the specific weaknesses must be made known to the employee. The employee shall be given documented assistance to improve by the designated evaluator. An opportunity for re-evaluation will be provided within a period of 3 to 6 months.

37.10 No employee shall receive an unsatisfactory performance review rating at completion of the rating period unless the unsatisfactory performance review is documented and complies with 37.6 and 37.9.

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ARTICLE 38 PERSONNEL RECORDS

38.1 Employees shall have the right, upon request, to examine and copy any and all material (including Performance Reviews/Evaluations) contained in their personnel file.

38.2 Employees shall be notified and given a copy of any discipline or evaluation material placed in their personnel file.

38.3 Any employee may challenge the accuracy or propriety of any material contained in their personnel file by filing a written statement of challenge which shall be included in their personnel file.

38.4 Upon a determination at any step of the grievance procedure that any material, or portion thereof, is either inaccurate or improperly placed in such employees' records, such material shall be removed from the file, together with any of the employees' statements thereto.

ARTICLE 39 LAYOFFS, JOB ABOLISHMENTS, REDUCTION IN WORK

39.1 Whenever layoffs become necessary, employees will be laid off on the basis of seniority in the affected classification. Those employees with the least seniority shall be laid off first, insofar as job classification permits. An employee shall be entitled to 30 days notice before any layoff except under emergency conditions. Whenever it becomes necessary to increase the work force in a classification, laid off employees shall be called in the inverse order of their layoffs before any new employees may be hired. Seniority shall be cumulative during periods up to a maximum of one year.

39.2 Employees subject to recall shall be notified by the Department's Director of Human Resources and Development by registered mail, return receipt requested. A copy of the recall letter shall be given to the Association. Employees shall have 14 calendar days subsequent to the date of signature on the return receipt in which to notify the State that they will return to work. The registered letter shall be mailed to the employee's mailing address that is on file with the Department's Human Resources Office.

39.3 Upon employees receiving 30 days advance notice of layoff, job abolishment or reduction in work, the State and the Association shall meet by institution to develop the layoff process for that institution, consistent with this article.

39.4 Whenever job abolishments or a reduction in the work force become necessary due to the closing of an institution or part of an institution, relocation of a

(Lay Offs, Job Abolishments, Reduction in Work Force - Continued)

(Lay Offs, Job Abolishments, Reduction in Work Force - Continued)

program or contracting out, employees shall be removed on the basis of seniority in that affected classification. Those with the least seniority shall be moved first. An employee shall be entitled to 30 days notice before being moved.

39.5 The State shall make a reasonable effort to assign employees who are moved, in accordance with the above paragraph, to a similar shift and days off.

39.6 Whenever it becomes necessary to increase the work force in a classification or institution that was previously reduced due to this article, employees who were moved shall be entitled to recall to the position and/or institution in the inverse order of their removal.

39.7. An employee transferred to a new institution shall be entitled to a 15 day training period.

39.8 No permanent employee shall be laid off while another person in a classified position is employed on an emergency, temporary, seasonal or any other basis in the same classification.

39.9 No permanent employee shall be laid off until all bumping opportunities in that laid off classification are exhausted, except that an employee may elect to waive such opportunity.

39.10 The State shall notify affected employees of the increase in the workforce. Laid off employees shall have 7 calendar days to notify the State whether or not they will accept the offered recall. Failure to accept the offered recall shall result in the forfeiture of all recall rights.

ARTICLE 40. BUMPING RIGHTS

40.1 Whenever employees are subject to lay off and are eligible to exercise their bumping rights, they shall bump employees on the basis of seniority, first within their classification, and then on the same basis for succeeding lower job classifications in the same class series. Bumping up shall not be permitted.

ARTICLE 41. DISCIPLINARY CODE

41.1 Disciplinary action or measures shall include only the following: verbal or written warnings, reprimands, suspensions, demotion or dismissal. Disciplinary action or measures shall be for just cause and shall be subject to the grievance procedure as outlined in this Agreement.

41.2 If the State has reason to discipline an employee, it shall be done in a manner that is least likely to embarrass the employee before other employees or the public.

41.3 Employees shall receive a copy of any written warning or written reprimand directly from the issuing official.

41.4 Prior to taking action in a disciplinary matter, except for verbal and written warnings, or written reprimands, employees shall be given a charge letter which states that such action is being proposed and provides the reasons for the proposed action. Such charge letter shall be made within 90 calendar days of the matter which gave rise to the proposed discipline or within 90 calendar days of the State's awareness of such matter. Such 90 calendar day period shall be extended 10 calendar days for each delay attributable to employees or the Association.

41.5 Charge letters shall inform employees of their right to a pre-decision meeting. If employees desire such a meeting, they shall submit a written request for the meeting to the designated Department official within 14 calendar days, in which case the meeting shall

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be held and a final decision rendered within 45 days from the date of the charge letter.

The Association Vice-President and the District Grievance Representative shall be given a copy of all charge letters, written warnings and reprimands.

41.6 Pre-decision meetings shall be meetings to provide employees an opportunity to respond to the proposed action and to offer any reasons why the proposed penalty may not be justified or would be too severe.

41.7 Written warnings or reprimands will be expunged and removed from the employees personnel file 2 years from the date of such action.

41.8 The State agrees that suspensions may not be cited in any later disciplinary proceedings occurring 5 years from the date of such action unless employees raise their prior work record or conduct as a defense.

41.9 Records of suspensions will not be cited or used against an employee for evaluations, promotions or transfers after 2 years from the date of such action.

41.10 Employees may appeal dismissal decisions directly to the Pre-arbitration step, in which case a decision shall be rendered within 30 calendar days of receipt. The Association may appeal to arbitration within 7 calendar days of the pre-arbitration decision or expiration of the 30 calendar day time limit.

41.11 Notwithstanding any other provisions of this Article, when employees' continued presence in the workplace would jeopardize the safety or security interest of the State, any individual, or the public confidence, they may be removed from the workplace

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with or without loss of pay, at the State's discretion. If the State exercises its rights under this provision, any charge letter made shall be done within 30 calendar days, in which case 41.5 of this article shall apply.

41.12 Suspensions shall not exceed 30 calendar days except under the following circumstances: a legal action is pending in the matter which led to the suspension; as a result of an arbitration award; or as a result of a grievance settlement involving a dismissal action where arbitration is pending.

ARTICLE 42. WORKING CONDITIONS

42.1 The State and the Association agree that the State will provide sufficient staffing to ensure a safe and secure work environment appropriate for penal institutions at all work locations any time prisoners are supervised.

42.2 If the State determines that a staffing shortage or emergency exists, it shall notify the Association of any measures taken with respect to altering or limiting staff security duties and/or institutional programs.

ARTICLE 43. STRIKES AND WORK STOPPAGES

43.1 Neither the Association nor employees shall engage in or sanction any strike or work stoppage during the term of this Agreement.

ARTICLE 44. ATTENDANCE / CALL-OFF

44.1 The State and Association agree that employee attendance reliability helps to ensure institutional security, employee safety, a fair distribution of employee's workloads and program delivery. The following attendance standards are hereby agreed to.

44.2 The Merit Rule section (6.0300 thru 6.0370 existing as of January 1, 1995) are hereby incorporated in their entirety as part of this Agreement as Appendix A.

44.3 The term Non-Scheduled Tardiness (NST) means a late arrival at one's duty assignment of more than 10 minutes. The term Non-Scheduled Absence (NSA) means an absence from work except any leave approved in advance, compensatory time, rescheduled holidays or Association business.

44.4 Every NST or NSA shall count and be recorded as an NST or NSA, regardless of reason. Multiple day absences shall be recorded as one NSA. Recurring unscheduled absences for the same serious illness of employees or their immediate family members, shall be recorded as only 1 NSA per year, provided that sections 44.15-44.18 are complied with to the extent they apply.

44.5 Essential employees absent on a day which the Governor has declared a "State of Emergency" shall be recorded as 2 NSAs unless employees can demonstrate to the State's satisfaction that they were unable to report to work. Disputes in this area are subject to this Agreement's grievance procedure. During any declared "State of Emergency," all essential employees on duty are subject to workmen's compensation coverage.

(Continued - Attendance / Call-off)

(Continued - Attendance / Call-off)

44.6 After NSTs and/or NSAs reach a total of 2 taken on days recognized as State holidays or on days before or after such holidays, employees may receive a suspension (time off or paper at the discretion of the State) of up to 10 days. Disputes in this area are subject to this Agreement's grievance procedure.

44.7 NSTs or NSAs shall be counted for evaluating employees' attendance reliability during a period of 12 calendar months on a rolling basis, starting with the first NST or NSA. NSTs or NSAs shall only be utilized in the attendance section of any employees performance evaluation.

44.8 In recognition of attendance improvement, one NSA or NST shall be removed from employees' attendance record if (and each time) employees work 4 consecutive months without receiving either a NSA or NST.

44.9 Employees shall be subject to counseling or discipline according to the schedules set forth below and based upon whether they have less than or more than 10 years seniority.

44.10 After NSAs / NSTs reach a combined total of 4 for employees with less than 10 years seniority or 6 for employees with more than 10 years seniority, said employees shall receive verbal counseling.

44.11 After NSAs / NSTs reach a combined total of 7 for employees with less than 10 years seniority or 9 for employees with more than 10 years seniority, said employees shall receive a written reprimand for attendance unreliability.

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44.12 After NSAs / NSTs reach a combined total of 9 for employees with less than 10 years seniority or 11 for employees with more than 10 years seniority, said employees shall receive a suspension (time off or paper at the discretion of the State) of up to 4 days.

44.13 Any additional NSAs or NSTs shall result in suspension (time off or paper at the discretion of the State) of up to 10 days. At the discretion of the State, NSA / NST-based dismissal shall only be considered after employees have received 3 suspensions pursuant to this Article.

44.14 No representative of the State shall unreasonably refuse to accept an employee's sick leave call off or unreasonably order an employee to work.

44.15 Medical documentation for authorizing employee absences shall consist of a signed statement, as set forth in the Department's Sick Leave Documentation form incorporated as part of this Agreement as Appendix B, by a licensed physician, physician's assistant, nurse practitioner, chiropractor or dentist who has personally examined employees and reasonably explains why they were unable to perform their duties on the day(s) in question. The State has the right to request additional information if needed but must be specific in their request to any of the above listed professionals. A supply of Sick Leave Documentation forms shall be available in a common area at all work assignment locations and accessible to employees on a 24 hour basis.

44.16 All medical information submitted shall be kept confidential to preserve employees' privacy rights.

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44.17 When employees are absent due to serious illness or injury of an immediate family member, satisfactory medical documentation shall be provided. Immediate family is defined to include: spouse, domestic partner, parent, grandparent, brother, sister, son, son-in-law, daughter, daughter-in-law, grandson, granddaughter, step-parent, the parent, son or daughter of the employee's spouse or domestic partner, and any minor child for whom employees have assumed and carry out parental responsibility. Domestic partner is defined as a person with whom employees' lives are interdependent, and with whom they maintain a committed relationship and with whom they share a mutual residence.

44.18 Medical documentation in family related absences shall consist of a signed medical statement by any of the medical personnel mentioned in Article 44.15 which reasonably explains why the relative who has been determined to be seriously ill needs care which requires the employee's presence.

44.19 If the State determines that employee sick leave medical documentation for an absence is unsatisfactory, such employees shall not have their pay docked until the outcome of the Pre-Arbitration step of the grievance procedure. Such grievances shall start at the Commissioner's level step.

44.20 The parties agree that any disciplinary action taken pursuant to this article shall be subject to the grievance procedure set forth in this Agreement.

APPENDIX A

Merit Rule 6.0300 Sick Leave.

6.0310 Usage - An employee eligible for sick leave with pay may use such sick leave for absence due to illness, injury, temporary disability, exposure to contagious disease, or due to serious illness of a member of the employee's immediate family requiring the employee's personal attendance. (See definition Immediate Family in this Article). In addition sick leave can be used for appointments with doctors, dentists or other recognized practitioners, subject to prior approval of the appointing authority. An employee at their option may also use sick leave to provide full regular pay during periods when they are paid less than full pay under worker's compensation provisions. Such leave shall be charged in proportion to the difference between worker's compensation pay and full pay. Employees cannot take sick leave with pay in excess of the hours actually accrued, except as provided in 6.0324.

Under exceptional circumstances, the appointing authority may request, in writing, approval from the Director for the use of sick leave by the employee in cases requiring the employee's personal attendance for someone not included in the definition of immediate family.

6.0311 - An employee needing sick leave shall inform their immediate supervisor of the fact and the reason in advance when possible, or otherwise before the expiration of the first hour of absence or as soon

(APPENDIX A - Continued)

(APPENDIX A - Continued)

thereafter as practicable; failure to do so may be cause for denial of pay for the period of absence. Before approving pay for sick leave, an appointing authority or the Director may at their discretion require either a doctor's certificate or a written statement signed by the employee setting forth the reason for the absence. In the case of an absence of more than five consecutive days, a doctor's certificate is required as a condition of approval. (See also 6.0330)

6.0312

If an employee is ill or injured while on approved annual leave, the period of such illness or injury shall be charged to the employee's accumulated sick leave if it is documented to the satisfaction of the appointing authority.

6.0313 Maternity Leave

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 appointing authority may request and follow additional medical opinion.)

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(APPENDIX A - Continued)

From the date the physician certifies disability, an employee may request to use accrued sick leave during the time the certified disability continues.

At the end of the certified disability or at the expiration of accrued sick leave, whichever occurs first, annual leave may be utilized or additional leave may be requested in accordance with 6.0440*.

6.0320 Accrual

Employees, who work a 37.5 hour week, except casual, temporary, seasonal and emergency, shall accrue paid sick leave credit at the rate of nine and one-half (9.50) work hours for each completed calendar month of service. Employees who are authorized and work a 40 hour week, except casual, temporary, seasonal, and emergency, shall accrue paid sick leave credit at the rate of ten (10) work hours for each completed calendar month of service. See 6.0350 for accrual rate for 37.5 hours and authorized forty (40) hours per week work schedule. Accrual shall be on a pro rata basis, when applicable (See definition Pro-Rata Basis in Chapter 2.)**

6.0321

Unused sick leave credit may be accumulated without limit, but for cash payment (6.0360) a maximum of six hundred seventy-five (675) hours

(APPENDIX A - Continued)

(APPENDIX A - Continued)

credit shall apply. For authorized forty (40) hours work week schedule, a maximum of seven hundred twenty (720) hours credit shall apply.

6.0322

An exception (regarding accrual rate and accumulation) applies to an employee who, under established practices or regulations of their employing agency in effect on or before June 30, 1968, was entitled to earn or to accumulate sick leave at a rate or to a limit exceeding that provided herein. Such an employee shall continue to enjoy such rights as long as they remain in the service of that agency or is transferred for reasons beyond their control; unless and until under the then applicable rule they become eligible to earn sick leave credits at a higher rate or to a higher limit.

6.0323

An employee absent from work on a legal holiday, on paid leave, on disability arising from injuries sustained in the course of their employment while receiving salary supplement pursuant to 29 Del. C. 5933, or on leave of absence without pay for a period of 30 days or less, shall continue to accumulate sick leave at the regularly prescribed rate during such absence as though they were on duty.

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6.0324

On written request in extreme cases, the appointing authority may allow employees with more than five years service, who have not abused sick leave, to "borrow ahead" up to one hundred twelve and one-half (112.50) hours of paid sick leave after their accumulated sick leave hours and annual leave hours are exhausted.

6.0330 Records and Transfer

All sick leave credit and use shall be recorded in the personnel records of the agency and shall be subject to review by the Director. Appointing authorities will review sick leave records to reveal discernible patterns of repeated use of sick leave which may be construed as possible abuse. In such cases, supervisors should counsel, require medical evidence, make formal contact or take other appropriate action. Pertinent data shall be available for inspection by the employee concerned.

6.0331

Sick leave credit shall continue in effect while the employee remains in the classified service. Upon leaving the classified service, sick leave credit shall be handled in accordance with 6.0360.

(APPENDIX A - Continued)

(APPENDIX A - Continued)

6.0332

Employees injured on the job will not be charged with sick leave for any portion of the day injured. Illness commencing during a work day will be charged to sick leave in accordance with 6.0340.

6.0340 Absences for Fractional Sick Leave Hours

Absences for a fraction of an hour shall be charged as indicated. However, nothing herein shall prevent a supervisor from using discretion and providing a flexible work arrangement to accommodate an employee's needs.

<u>Duration of Absence</u>	<u>Amount Charged</u>
1 - 15 minutes	.25 hour
16 - 30 minutes	.50 hour
31 - 45 minutes	.75 hour
46 - 60 minutes	1.00 hour

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6.0350

If only a partial month is completed the following table shall be used to

compute sick leave for that month:

<u>Total Days Worked</u>	<u>37.5 hours week</u>	<u>40.0 hours week</u>
	<u>9.5 Hours Monthly Accrual</u>	<u>10.0 hours Monthly Accrual</u>
1	.50 hour	.50 hour
2	1.00	1.00
3	1.50	1.50
4	2.00	2.00
5	2.50	2.50
6	2.75	3.00
7	3.25	3.50
8	3.75	4.00
9	4.25	4.50
10	4.75	5.00
11	5.25	5.50
12	5.75	6.00
13	6.25	6.50
14	6.75	7.00
15	7.25	7.50
16	7.50	8.00
17	8.00	8.50
18	8.50	9.00
19	9.00	9.50
20 or more	9.50	10.00

6.0360

An employee shall be reimbursed for unused accumulated sick leave under the following conditions, not to exceed the limits specified in Merit Rule 6.0321:

- (1) At retirement under the State Pension Law, at the rate of one hour's pay for each two hours of unused sick leave.

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- (2) If laid off without prejudice for lack of work, at the rate of one hour's pay for each two hours of unused sick leave.
- (3) In the event of death of the employee, payment shall be made to their estate at the rate of one hour's pay for each hour of unused sick leave.

If an employee transfers to the classified service from a non-classified position in the State, the employee shall be credited with any unused sick leave for which they were not compensated, provided such accumulation is verified and is not in excess of what the employee would have accumulated had they been in the classified service.

If an employee transfers from the classified service to a non-classified position in the State, unused sick leave shall be transferred to the receiving agency only to the extent the receiving agency agrees, in writing, prior to the transfer, to accept such unused sick leave.

6.0370

Whenever an employee qualifies for worker's compensation, the employee shall not be charged sick leave for any absence during the period of disability except when the employee is paid less than full pay under worker's compensation in accordance with 6.0310. In addition to worker's compensation benefits, a

(APPENDIX A - Continued)

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disabled employee shall receive a supplement calculated in accordance with 29 Del. C. 5933 for a period not to exceed three (3) months or twelve (12) months, whichever is applicable, from the date the disability begins except in accordance with 6.0310.

Appendix B
**DEPARTMENT OF CORRECTION
SICK LEAVE DOCUMENTATION FORM**

Note: This form is to be completed by a physician or other health care professional to verify and document the employee's injury or illness and inability to work.

NAME: _____ is employed as a

_____ with the Delaware Department of Correction.
The employee has requested sick leave for an injury or illness rendering the employee
unable to work.

1. Describe the employee's injury or illness and explain why the employee is unable to perform the duties of _____. List the dates of illness or incapacity.

2. If the employee has not returned to work, explain the prognosis for return to duty, including a projected return date.

Name of Physician or Health Care Professional (Please print):

Signature: _____

Date: _____

Specialty or type of practice: _____

Note: Additional information may be requested, if necessary. All information provided on this form shall be kept confidential.

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ARTICLE 45. DRUG TESTING

45.1 All employees occupying security sensitive positions shall be subject to drug testing. For the purposes of this article, "security sensitive positions" shall mean any of the following: 1) Security positions; 2) employees who are required or permitted to carry firearms; 3) employees who have significant degrees of responsibility for the safety of others or whose impaired performance or undue influence could potentially result in death or injuries to employees or others and 4) employees as otherwise designated by the Commissioner.

45.2 Probationary employees who test positive or refuse to submit to a test shall be dismissed without recourse to the grievance procedure.

45.3 The State may conduct drug tests under the following circumstances:

A. 'Random Testing' means tests based upon an appropriate random sampling technique, with significant samples of Department employees in security sensitive positions being tested on a periodic basis with all such employees having a reasonably equal chance of being tested.

B. 'Incident Triggered Testing' means any incident involving death or serious physical injury to a Department employee, loss or significant damage to Department property, escape of an inmate or detentioner where the security sensitive employee was directly involved in the incident.

C. 'Reasonable suspicion' means when the Department, acting through its supervisory personnel, has reasonable suspicion that the appearance or conduct of Department employees in a security sensitive position is indicative of their having been impaired by an illegal drug.

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D. Return-to-duty: Conducted before an employee who has tested positive may return to work.

45.4 Drug testing methods

- A. Florescence Polarization Immunassay (ADx) or Enzyme Multiplied Immunassay (EMIT) testing is to be used for the initial drug screening procedures.
- B. Gas Chromatography/Mass Spectrometry Testing method shall be used to confirm all positive results of the initial drug screening procedures.
- C. Six-Acetyl Morphine Testing shall be used to confirm the results of a positive reading of more than 300 nanograms per ML for morphine or codeine.
- D. If a newer more reliable and efficient procedure becomes available it may be used after being submitted to the Association for its approval.

45.5 Prior to the submission of any urine samples, employees shall be required to submit a list of all medications, both prescribed by a physician or available over the counter (non-prescription) which they ingested during the prior 30 days. Within 48 hours of the test, employees will produce appropriate evidence of all listed prescription medications.

45.6 The State shall be responsible for acquiring urine specimens from employees and shall designate an individual to serve as the technical representative. Employees may also choose to have another witness to the specimen acquisition, provided the witness is immediately available and would not interfere with security or operations.

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45.7 The technical representative shall always be of the same sex as the employee being tested. The technical representative and the employee shall be responsible for ensuring that all related forms and documents have been thoroughly and accurately completed by the employee. Prior to the submission of the sample, both the technical representative and the employee will inspect the specimen bottle packet for indications of pre-void tampering. The employee will submit the urine sample in the presence of the technical representative and, if desired, their witness.

45.8 The employee will complete the information requested on any related departmental or laboratory forms and will write with a permanent black ink marker their control number, initials, and date on the specimen bottle label. Additionally the employee will write their initials on the evidence tamper proof tape bottle seal where the bottle and cap meet and along the top seal of the outer enclosure bag.

45.9 After the technical representative has inspected the information for accuracy, the employee will unseal the specimen packet, affix the label to the bottle, and void an amount sufficient to meet all testing needs, including confirmation tests, into the specimen bottle. The employee shall secure the cap of the specimen bottle and will seal the sample with the evidence tamper proof tape provided across the cap and down each side.

45.10 The technical representative shall take possession of the sample and store it in accordance with accepted laboratory procedures until tested.

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45.11 The urine sample to be tested must be tested no later than 72 hours after acquisition by the current State contracted testing laboratory.

45.12 Urine samples shall be processed in accordance with accepted laboratory evidence chain of custody procedures.

45.13 Throughout the urine acquisition process, the specimen will be identified by the use of the employee's control number. No form forwarded to the laboratory will contain the employee's name.

45.14 Test Results - An employee shall have the right to representation by an Association official at any meeting concerning the results of a test or State action relating thereto, and can only waive this right in writing.

45.15 If the sample to be tested shows a negative result after completion of the tests, the sample shall be destroyed.

45.16 If the test result is positive, the laboratory shall automatically conduct a confirmation test. The State shall assume the costs of these tests. The test to be used for the purpose of this article is set forth in Section 45.4B.

45.17 In order to establish whether the presence of morphine could be the result of illegal drug use or the result of food ingested, an employee may within 48 hours of notification by the State, request a Six-Acetyl morphine test be performed on their sample.

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The initial cost of this test will be borne by the employee. However, if the result of this confirmation test does not show illegal use of drugs, then the cost of this test will be reimbursed by the State to the employee.

45.18 If the sample to be tested shows a positive result after all tests specified herein have been completed, the remainder of the sample shall be frozen for a period not to exceed one year and be made available upon request to the employee or the Association.

45.19 For the purpose of this article, no employee shall be disciplined without a positive result of the Gas Chromatography/Mass Spectrometry test.

45.20 Employees who refuse to submit to a test, or who are finally determined to have tested positive after exhaustion of all tests, shall be removed from work without pay and may not return to work unless and until such employees:

A. Successfully complete rehabilitation in an accredited drug rehabilitation program, and:

B. Pass a Return-to-duty test.

45.21 Employees who, within 5 years of the return-to-duty date, refuse to submit to a test or test positive, shall be dismissed.

45.22 Notwithstanding any other provision of this article, employees who test positive after an incident triggered test may be disciplined, up to and including dismissal, as a result of the incident giving rise to the test. A positive test result may be considered an aggravating factor in determining the level of discipline imposed as a result of the incident.

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ARTICLE 46. SHIFT DIFFERENTIAL PAY *

46.1 An employee who is authorized and required by the appointing authority to work a night shift as defined below, shall receive supplemental pay equal to 5% of the employee's paygrade midpoint.

46.2 A night shift for these purposes shall be a shift which includes four or more hours of work between the hours of 6:00 p.m. and 8:00 a.m. the following day.

46.3 An employee on a fixed night shift shall continue to receive such adjusted pay rate while on paid holidays or other authorized leave with pay, provided that the night shift assignment pertains both before and after such leave; and further provided that extended sick leave of more than five consecutive work days requiring a replacement and the granting of extended leave with pay shall terminate such pay adjustment. Management may assign employees who are receiving shift differential pay to the day shift for a period of less than a full pay period without loss of shift differential.

46.4 An employee on a rotating shift schedule, shall receive supplemental pay equal to 5% of the employee's paygrade midpoint during the whole time the employee is assigned to the rotating shift.

46.5 An employee who is authorized and required by the appointing authority to work a split shift shall have their pay supplemented at the stated rate while so assigned, subject to the same provisions as paragraph one of this article. A split shift for these purposes shall be any shift arrangement which is broken into two parts with two hours or more between the parts.

47. LIABILITY PROTECTION

47.1 The State and the Association agree that any employee involved in any criminal or civil action against them as a result of performing their normal duties shall be protected by 11 De. Code, Section 5919, and/or 10 De. Code, Section 3925.

48. TEMPORARY MODIFIED WORK

48.1 The State and the Association agree to establish Department of Correction guidelines for assignment of employees to light or alternative duty when those employees are temporarily unable to perform the essential functions of their regularly assigned jobs.

48.2 Alternative Duty - Temporary assignment of employees to jobs within different classifications of the bargaining unit when those employees are unable to perform the essential functions of their regularly assigned jobs.

48.3 Essential Functions of the Job - Job tasks which are fundamental to the effective performance of a particular job. Employees must be able to perform all of those tasks with or without accommodations.

48.4 Light Duty - Temporary assignment of employees to alternative positions within their assigned job classifications within the bargaining unit when those employees are able to perform some, but not all, of the essential functions of their regularly assigned jobs. The State is not required to provide light duty or alternative duty assignments when they would cause a violation of any provision of this Agreement or which would create an undue hardship on other employees, Department operations or the affected employee.

48.5 Reasonable Accommodations - Job or work environment modifications which allow employees to continue to perform the essential functions of their assigned job classifications. The State is not required to furnish accommodations which would cause a violation of any other provision of this Agreement or which would create undue hardships on other employees, Departmental operations or the affected employee.

48.6 It is the policy of the State to provide, where feasible, opportunities for alternative or light duty for the Department employees temporarily unable to perform the

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essential functions of their regularly assigned jobs. Safety and security must be paramount to meet the operational needs of the organization.

48.7 Employees who are ill or injured, on or off the job, may be assigned temporary light or alternative duty assignments. Such employees shall submit to their Warden or Section Administrator Return to Work Forms completed by their physician or other certified medical practitioner. The documentation must reasonably explain the limitations caused by the injury or illness and the prognosis for return to full duty. If the State determines that the documentation is unsatisfactory, a grievance may be filed starting at Step 2 of the grievance procedure.

48.8 Light or alternative duty assignments must be for a specified time period. Such assignments may not extend beyond 90 days; however, the Warden or Section Administrator may approve extensions in unusual circumstances. Assignment may be periodically reviewed by the Warden or Section Administrator, and the employee may be required to provide updated medical documentation. In no case may light or alternative duty assignments extend beyond 180 days.

48.9 Light or alternative duty assignments should be based upon the following criteria: 1) essential functions of the regular job; 2) specific limitations of the employee; 3) skills and abilities of the employee and 4) duties of the light or alternative duty assignment. Each situation should be considered on a case by case basis.

48.10 Reasonable accommodations designed to keep employees in their regular jobs, performing the essential functions of those jobs, are not subject to the time limitations of this policy. An example of a reasonable accommodation would be altering a Correctional Officer's shift or days off to allow for kidney dialysis or cancer treatments.

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48.11 If an employee is placed in a light or alternative duty assignment, hazardous duty pay may be adjusted in accordance with Merit Rule 5.1450. If an alternative duty assignment is in a position of a lower paygrade or fewer working hours, pay will be adjusted accordingly unless the necessity for the alternative duty assignment is based upon a job related injury. Additionally, shift or days off may be changed upon light or alternative duty assignment.

48.12 If the Warden or Section Administrator is unable to identify a light or alternative duty position for the employee within the institution or facility, the employee should be referred to the Department's Human Resources Office for possible assignment to alternative duty in another institution or facility. Exceptions to the payment rule may be approved by the Commissioner.

48.13 If a mental health professional documents that a psychological impairment limits an employee from working around inmates or offenders, no light or alternative duty will be provided anywhere in the Department where contact with inmates or offenders and/or the issuance of "Use of Deadly Force" equipment is a required part of the job.

48.14 While on light or alternative duty, employees are responsible for submitting Return to Work forms on a monthly basis, more frequently if necessary but not to exceed twice a month or upon return to full duty. Failure to submit Return to Work forms as requested may result in denial of continued light or alternative duty and/or disciplinary action, as appropriate.

48.15 While on light or alternative duty, employees may not work overtime at their permanent or another facility or institution, unless the overtime assignment satisfies the same limitations as the light or alternative duty.

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48.16 If employees are unable to return to full duty in 90 days (or 180 days, as described above), but have a prognosis for a date to return to full duty no later than an additional 6 months, they may apply for an unpaid leave of absence. Such requests shall not be unreasonably denied. If the request is denied, the Department's Human Resources Office shall make a reasonable effort to locate a suitable alternative position and will assist them in obtaining full time merit employment opportunities in the Department or elsewhere in State government. Employees are responsible for cooperating and participating in this process. If the effort to secure suitable alternative employment is unsuccessful, the employee shall be dismissed. Employees with 5 or more years of credible service may select the option of applying for a disability retirement.

48.17 During an emergency situation or disruption of normal operations, a Warden or Section Administrator may suspend any provision or section of this policy, with the approval of the Commissioner.

48.18 Within 120 calendar days from the signing of this Agreement, a Statewide Light/Alternative Duty Committee, consisting of 5 members appointed by the Association and 5 members appointed by the State, will be formed and charged with meeting periodically during the term of this Agreement, on the request of either party, to review and make recommendations to the Commissioner on any light/alternative duty issues that may arise.

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ARTICLE 49. CONTRACTING OUT

49.1 The State and the Association shall meet whenever the State decides to contract out work which will result in the layoff, job abolishment or reduction in the workforce of any employees who perform the affected function and to discuss the appropriate procedure to be followed in accordance with this Agreement.

ARTICLE 50. EMPLOYEE REIMBURSEMENT

50.1 The State agrees to provide for the uniform administration of a procedure for the reimbursement to employees for personal property damage or destruction that occurs during their official law enforcement duties.

50.2 Employees must submit, on a timely basis, all claims in writing to the State verifying that the damage or destruction was not the fault of the employee and was a result of actions taken in the performance of law enforcement duties. Employees will also verify that reimbursement is not available through any other source, such as automobile insurance, worker's compensation or contractors.

50.3 The State will only reimburse employees for claims meeting the criteria of 50.2. In the case of items covered by automobile or personal property insurance, the State will only reimburse the employee for the deductible.

50.4 The State will only provide reimbursement up to the replacement value of the damaged item or the cost needed to repair the item, whichever amount is less.

50.5 The State will not provide full reimbursement for items which possess a value beyond those for usual items of like nature. For example, the State will only reimburse up to \$100 for watches or jewelry.

50.6 The State will provide full reimbursement for replacement or repair of prescription eyewear that is damaged or destroyed in the performance of their law enforcement duties; provided, however, that the parties agree that any such replacement shall not result in an enhancement.

50.7 The State will provide full reimbursement, consistent with limitations set forth in 50.5, for personal clothes damaged or destroyed as a result of an altercation with an inmate or in the performance of their law enforcement duties.

(Employee Reimbursement - Continued)

(Employee Reimbursement - Continued)

50.8 The State will not provide reimbursement for personal property which is contrary to Department policy.

50.9 The State, at its discretion, may require documentation of damage, destruction, repair or replacement. The State may also, at its discretion, provide payment to a vendor in lieu of payment to the employee.

50.10 Any grievance concerning the State's denial to reimburse an employee for damaged or destroyed property shall begin at Step 1 of the grievance procedure.

ARTICLE 51. USE OF PREMISES BY ASSOCIATION

51.1 The Association may request to use any Departmental facility for the Association business during working hours. Such request shall not be unreasonably denied.

51.2 This article shall not be interpreted to grant the employee the right to conduct Association business during their working hours not granted elsewhere in this Agreement.

ARTICLE 52. SHIFT TRADES

52.1 Shift trades, by classification, may be made as long as both parties to the trade sign an agreement and comply with the Department policy concerning shift trades. It is understood that the employee signing the agreement who agrees to work a shift will be held accountable for that shift. Either the Association or the State reserves the right to discontinue shift trades on 30 days notice to the other party.

ARTICLE 53. TESTING

53.1 Employees who compete in any State job examination which occurs during or contiguous to their shift, shall be granted 2 hours travel time without loss of pay prior to and after such examination and associated interviews.

53.2 The State shall make a reasonable effort to accommodate employee requests for vacation leave the night immediately prior to a scheduled State examination, provided a written request is submitted no later than 72 hours prior to the scheduled examination.

ARTICLE 54. EMPLOYER INFORMATION PROVISION

The State shall provide the Association with the following information:

- 54.1 Every month a list of all new employees, date of employment, and classification.
- 54.2 Every month a list of all employees who have been terminated and transferred.
- 54.3 Every month a list of all employees who have changed their classification including both titles and the effective date.
- 54.4 A list of all employees who withdraw their Association checkoff authorizations shall be provided to the Association within 30 days of such action.

ARTICLE 55. CALL BACK PAY *

55.1 Employees in a position or a class that are entitled to overtime pay under the Fair Labor Standards Act who have left their place of work for their residence and is called back for overtime service, shall be paid for such service in accordance with the provisions for overtime pay, provided that they shall receive a minimum total payment equivalent to four times their regular straight time hourly rate. However, the employees shall be paid according to this call-back provision or the overtime provision, whichever is greater, not both.

ARTICLE 56. ADDENDUM - MERIT RULES

56.1 The following Merit Rules are incorporated as part of this Agreement. If any of the following Merit System Rules not now negotiable become negotiable during the term of the Contract, the parties agree to negotiate and resolve any change(s) within 90 calendar days of the effective date of the change(s).

5.1300 Pay for Overtime Service

5.1310 Overtime Service

Any authorized service in excess of the standard work week or work schedule allowed by the Fair Labor Standards Act shall be overtime service. An appointing authority may prescribe, normally in advance, reasonable periods of overtime work to meet operational needs.

5.1320 Compensation for Overtime Service

An employee with a standard work week of 37 1/2 hours per week and in a position or a class covered by the Fair Labor Standards Act (FLSA) who is authorized to perform overtime service shall be compensated in cash at one and one-half times the regular rate of pay or granted one and one-half hours off for each one hour worked after 37 1/2 hours per week. An employee with a standard work week of 40 hours and in a position or a class covered by the FLSA who is authorized to perform overtime service shall be compensated in cash at one and one-half times the regular rate of pay or granted one and one-half hours off for each hour worked after 40 hours per week. An employee with a standard work schedule in excess of one week as allowed by the FLSA who is in a position or a class covered by the FLSA and who is authorized to perform overtime service shall be compensated pursuant to the FLSA and this rule for hours worked in excess of the standard work schedule. Hours worked is defined for these purposes to include any form of scheduled paid leave used by the employee (e.g., annual leave, sick leave, holiday, etc.) as well as hours actually worked by the employee. The method of compensation shall be agreed to in advance as cash payment is subject to availability of funds and or operational needs of the agency. Only hours worked over 40 hours per work week are covered by the overtime provisions of the FLSA. The regular hourly rate of pay for overtime payment purposes includes shift differential pay, stand-by duty pay and hazardous duty pay.

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5.1321

An employee in a position or a class exempted by the FLSA who is required and authorized to work beyond the standard work week may be compensated with equal time off.

5.1322

In unusual circumstances of overtime service by employees normally not eligible for overtime compensation in cash, the appointing authority may recommend, for approval by the Director and the Budget Director, that such employees be compensated for such overtime services at straight time rates.

5.1323

An appointing authority may request a review of the prevailing overtime rates for one or more classes which are exempted by the FLSA where external market pressures including excessive turnover rates, recruitment problems and high vacancy rates necessitate that such employees be paid at the rate of one and one-half times the regular rate of pay for any authorized overtime service performed.

Upon receipt of the request for review of the identified classes, the designation of affected facilities or work sites and documentation that turnover-recruitment difficulties are directly related to overtime market pressures, the State Personnel Director shall survey the appropriate labor market to determine the position of the State's overtime rate within this market.

This survey information will be reviewed by the State Personnel Director, the State Budget Director, and the Controller General, who shall examine the operational need for an increased overtime rate as well as the availability of required funding and shall then approve or disapprove an adjusted overtime rate for the identified class.

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5.1400 Premium Pay

5.1410 Compensation for Holidays Not Worked

All employees except seasonal, temporary, emergency and casual, shall receive pay for the appropriate number of pro-rated hours for holidays and any other day, or part of a day proclaimed by the Governor as a holiday if the employee would otherwise have been scheduled to work that day. (See Merit Rules 5.1412 and 5.1413.)

If the holiday falls on a day a full-time employee would not have been scheduled to work, the employee shall receive equivalent time off for the appropriate number of pro-rated hours.

If the holiday falls on a day a part-time employee would not have been scheduled to work, the employee shall receive either equivalent time off for the appropriate number of pro-rated hours or shall receive pay for the appropriate number of pro-rated hours, at the discretion of the appointing authority. (See definition Pro-Rata Basis in Chapter 2.)

5.1411 Compensation for Holidays Worked

An employee eligible for holiday pay (see 6.0100) and eligible for overtime compensation, required to work on a day observed as a legal holiday, shall be credited for the hours actually worked on the holiday at time and one-half and shall be credited for the holiday on a pro-rata basis. (See definition Pro-Rata Basis, Chapter 2. See Merit Rules 5.1412 and 5.1413.)

An employee eligible for holiday pay but not normally eligible for overtime compensation, required to work on a day observed as a legal holiday, shall be credited for the holiday on a pro-rata basis and may be credited for the hours actually worked on the holiday at straight time. In unusual circumstances the appointing authority may recommend, for approval by the Director and the Budget Director, that such employees be credited for hours actually worked on the holiday at time and one-half.)

The method of compensation for any additional hours, beyond those for which the employee is routinely compensated in a pay cycle, accumulated as a result of working the holiday, may be either in cash or time off, or a

(Addendum-Merit Rules - Continued)

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combination of the two. The choice of the method of compensation for the additional hours shall be determined by the appointing authority and such compensation shall be in accordance with Fair Labor Standards Act overtime provisions, when applicable, and/or with other Merit Rule overtime provisions, as applicable. (See Merit Rules Section 5.1300.)

5.1412

To qualify for pay for a holiday not worked, an employee shall be required to have worked on his/her last scheduled work day immediately preceding the holiday and on his/her next scheduled work day immediately after the holiday, unless the employee's absence on these days is an excused absence with pay within the meaning of these rules.

5.1413

Employees working in functions that operate on a 7-day per week, 24-hour basis shall receive holiday pay for hours worked on the actual holiday rather than hours worked on the day observed as the legal holiday.

6.0100 Holidays

All employees except temporary, seasonal, emergency and casual shall be compensated in accordance with Chapter 5 for the following legal holidays and any other day or part of a day proclaimed by the Governor as a holiday, during which the public offices of the State are closed:

New Year's Day
Martin Luther King's Birthday
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
General Election Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day

(Addendum-Merit Rules - Continued)

(Addendum-Merit Rules - Continued)

Employees who live or work in Sussex County shall be compensated for .5 days (3.75 hours for 37 1/2 hour work weeks or 4 hours for 40 hour work week) for Return Day, the second day after the General Election.: Return Day, the second day after the General Election after 12:00 noon.

6.0110

As prescribed in the Delaware Code, when an approved holiday falls on a Saturday, the preceding business day shall be considered the legal holiday. When an approved holiday falls on a Sunday, the following business day shall be considered the legal holiday.

6.0200 Annual Leave

6.0210 Usage

Each Appointing Authority shall schedule annual leaves with particular regard to the operating requirements of the agency, the seniority of employees, and insofar as practicable, with the requests of the employees. Employees cannot take annual leave without prior approval or in excess of the hours actually earned. The appointing authority is responsible for responding to the employee's request as soon as practicably and reasonably possible.

6.0211

Though accruing, employees shall not normally be granted paid annual leave until completion of six months of current service.

6.0220 Accrual

Employees except casual, temporary, seasonal and emergency shall accrue credit for paid annual leave as indicated below. Accrual shall be on a pro rata basis, when applicable. (See definition Pro-Rata Basis in Chapter 2.).

6.0221

Employees who work a 37.5 hour week and who have completed less than ten years aggregate service with the State as defined in these regulations

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shall thereafter accumulate paid annual leave credit at the rate of nine and one half (9.50) work hours for each month's service. Employees who are authorized and work a 40 hour week, shall accrue credit for paid annual leave at the rate of ten (10) work hours for each month's service. See 6.0250 for accrual rate chart for 37.5 and authorized 40 hour work weeks.

6.0222

Employees who work a 37.5 hour week and who have completed ten years aggregate service with the state as defined in these regulations shall thereafter accumulate paid annual leave credit at the rate of eleven and one-quarter (11.25) work hours for each completed calendar month of service. Employees who are authorized and work a 40 hour week and who have completed 10 years of aggregate service as defined in these regulations shall thereafter accumulate paid annual leave credit at the rate of (12) work hours for each completed calendar month of service. See 6.0250 for accrual rate chart for 37.5 and authorized 40 hour work weeks.

6.0223

Employees who work a 37.5 hour week and have completed 15 years of aggregate service with the State as defined in these regulations shall thereafter accumulate paid annual leave credit at the rate of thirteen and one-quarter (13.25) work hours for each completed calendar month of service. Employees who are authorized and work a 40 hour week and who have completed 15 years of aggregate service as defined in these regulations shall thereafter accumulate paid annual leave credit at the rate of fourteen (14) work hours for each completed calendar month of service. See 6.0250 for accrual rate chart for 37.5 and authorized 40 hour work week.

6.0224

Annual leave credit carried into a new calendar year may not exceed twice the employee's annual accrual rate. This determination is made on December 31 of each year, and although it is possible to accrue in excess of twice the annual accrued rate during the year, only twice the authorized

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maximum accrual may be carried forward. In unusual circumstances and upon written request from the appointing authority, the Director may authorize carrying over annual leave in excess of the maximum amount. Payment for unused annual leave is not authorized except at separation (6.0260).

6.0225

An exception (regarding accrual rate and accumulation) applies to an employee who under established practice or regulation of an employing agency in effect on or before June 30, 1968, was entitled to earn or to accumulate annual leave credit at a rate or to a limit exceeding that provided herein. Such an employee shall continue to enjoy such rights as long as the employee remains in the service of that agency (or transfers for reasons beyond his/her control), unless by reason of length of service the employee becomes eligible to earn or accumulate annual leave credits at a higher rate or to a higher limit as defined in these regulations.

6.0226

An employee absent from work on a legal holiday, on paid leave, on disability arising from injuries sustained in the course of employment while receiving a salary supplement pursuant to 29 Del. C. 5933, or on leave without pay for a period of thirty days or less, shall continue to accumulate annual leave at the regularly prescribed rate during such absence.

6.0230 Recording and Transfer

All annual leave credit and use shall be recorded in the personnel records of the agency, shall be subject to review by the Director, and pertinent data shall be available for inspection by the employee concerned.

6.0231

Annual leave credit shall continue in effect while the employee remains in the classified service. Upon leaving the classified service, annual leave shall be handled in accordance with 6.0260.

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6.0240 Absences for Fractional Annual Leave Hours

Absences for a fraction of an hour shall be charged as indicated. However, nothing herein shall prevent a supervisor from using discretion and providing a flexible work arrangement to accommodate an employee's needs.

Duration of Absence	Amount Charged
1-15 minutes	.25 hour
16-30 minutes	.50 hour
31-45 minutes	.75 hour
46-60 minutes	1.00 hour

6.0250

If only a partial month is completed the following table shall be used to compute annual leave accrual for that month:

37.5 HOURS PER WEEK STANDARD WORK SCHEDULE

Total Days Worked	9.5 Hours Monthly Accrual	11.25 Hours Monthly Accrual	13.25 Hours Monthly Accrual
1	.50 hours	.50 hours	.75 hour
2	1.00	1.25	1.25
3	1.50	1.75	2.00
4	2.00	2.25	2.75
5	2.50	2.75	3.25
6	2.75	3.50	4.00
7	3.25	4.00	4.75
8	3.75	4.50	5.25
9	4.25	5.00	6.00
10	4.75	5.75	6.75
11	5.25	6.25	7.25
12	5.75	6.75	8.00
13	6.25	7.25	8.50
14	6.75	8.00	9.25
15	7.25	8.50	10.00
16	7.50	9.00	10.50
17	8.00	9.50	11.25
18	8.50	10.25	12.00
19	9.00	10.75	12.50
20 or more	9.50	11.25	13.25

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40 HOURS PER WEEK STANDARD WORK SCHEDULE

Total Days Worked	10.0 Hours Monthly Accrual	12.00 Hours Monthly Accrual	14.00 Hours Monthly Accrual
1	.50 hours	.50 hours	.75 hour
2	1.00	1.25	1.50
3	1.50	1.75	2.00
4	2.00	2.25	2.75
5	2.50	3.00	3.50
6	3.00	3.50	4.25
7	3.50	4.25	5.00
8	4.00	4.75	5.50
9	4.50	5.50	6.25
10	5.00	6.00	7.00
11	5.50	6.50	7.75
12	6.00	7.25	8.50
13	6.50	7.75	9.00
14	7.00	8.50	9.75
15	7.50	9.00	10.50
16	8.00	9.50	11.25
17	8.50	10.25	12.00
18	9.00	10.75	12.50
19	9.50	11.50	13.25
20 or more	10.00	12.00	14.00

6.0260 Payment

If an employee resigns or is terminated for any reason including dismissal, or dies with unused annual leave credit, the employee, or in case of his/her death, his/her estate, shall be paid in cash for any unused annual leave. If an employee transfers to the classified service from a non-classified position in the State, he/she shall be credited with any unused annual leave for which he/she was not paid, provided such accumulation is verified and is not in excess of what he/she would have accumulated had he/she been in the classified service.

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If an employee transfers from the classified service to a non-classified position in the State, he/she may transfer unused annual leave to the receiving agency to the extent the receiving agency agrees, in writing, prior to the transfer, to accept such unused annual leave; the employee shall then be paid by the leaving agency for any unused annual leave that the receiving agency refuses to accept.

6.0400 Leaves of Absence

6.0410

An appointing authority may excuse an employee from work with pay who is requested to serve on a volunteer basis on an advisory board or commission or similar group sponsored by local or state government or statewide organization offering financial assistance to programs benefitting diverse segments of Delaware citizens. In addition to other factors prior to excusing an employee pursuant to this Rule, the appointing authority must find that the employee's absence is consistent with the operational needs of the agency and that it is more appropriate for the State employee to serve on the board, commission, etc., than another person.

6.0420 Military Leave

6.0421 Entering Extended Service

An employee, other than casual, temporary, seasonal or emergency, entering the active military service of the United States shall be granted a leave of absence without pay for the period of time of the tour of duty, extended for 90 calendar days beyond the date of termination of active duty, upon return from military leave the employee shall be placed in a position in accordance with 6.0520.

6.0422 Special Military Duty Leaves (Reserve Duty)

Any employee, other than casual, temporary, seasonal or emergency, who is a member of the military reserves of the United States or the National Guard and who is ordered to attend training camp or to special duty during scheduled work hours in any calendar year, shall be allowed leave with pay. The maximum number of hours of paid military duty leave for a full-time

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employee shall be 112.5 hours (based on a 37.5 hour per week full-time position) or 120 hours (based on a 40 hour per week full-time position). For employees employed less than full-time, the maximum number of hours for which the employee is eligible to be paid shall be determined on a pro rata basis. Such military or special duty leaves shall not be deducted from annual leave or in any other way result in loss of privileges or compensation to said employee. If the active duty tour extends beyond the number of hours for which the employee is eligible to be paid, the portion of the leave beyond that time period shall be without pay or in accordance with 6.0200. (See definition Pro-Rata Basis in Chapter 2.)

6.0430 Leave for Volunteer Fire Duty

With the approval of the appointing authority any State employee, other than emergency, casual, seasonal or temporary, who is an active volunteer firefighter may, with the approval of the appointing authority, be permitted to respond to fire, rescue, ambulance or other emergency calls during his/her regular hours of employment without loss of pay, annual leave, sick leave or personal leave credit.

6.0440 Personal Leave

Upon a permanent employee's written request, an appointing authority may approve a leave without pay, up to a period of one (1) year. In exceptional cases, additional six-month periods may be granted upon request, but in no case shall continuous leave exceed two (2) years, except as provided in 6.0441.

The appointing authority shall not normally approve a leave of absence for an employee who has not completed the probationary period except to meet an extraordinary situation where it appears to be for the good of the service.

6.0441

An appointing authority may request, and the Director may grant, an extended leave of absence to a classified employee to serve in any non-classified position described in 29 Del. C. 5903 (4), (5) and (6). Upon the

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completion of that appointment, the employee shall be returned within sixty (60) days to a position for which the employee is qualified within the classified service, provided only that the employee shall be paid at no less than the equivalent pay grade and percentage of the paygrade midpoint from which the employee took this leave of absence.

6.0442

Leave with pay of up to one day, (7.5 hours or 8.0 hours, as appropriate), per award, may be granted to an employee as part of a recognition program approved by the Director. Leave credited or used shall be recorded in the personnel records. This leave is not part of the annual leave accrual and

usage provisions, therefore, it will not be subject to any restrictions or limitations covered under Merit Rule 6.0200. Such leave must be used by the employee within one year of being awarded, and is not subject to any cash payments.

6.0450 Jury Duty and Appearance as Witness

An employee, other than temporary, casual, seasonal or emergency, 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 days he/she is released from jury duty.

Any employee appearing as part of his/her work-related duty before a court, legislative committee or judicial or quasi-judicial body will be excused with pay or compensated, if applicable and as appropriate, if attendance is required during non-regular duty hours.

An employee appearing under subpoena to testify before a court, legislative committee or judicial or quasi-judicial body shall be excused with pay, unless the employee is one of the parties in the proceeding in which case an employee may be excused without pay or may take annual leave.

An employee appearing on his/her own behalf before a hearing officer of the State Personnel Commission in a merit system grievance hearing shall also be excused with pay if attendance is required during regular duty hours. However, this excusal with pay does not extend to time in preparation of a grievance or consultation with an employee's representative.

(Addendum-Merit Rules - Continued)

(Addendum-Merit Rules - Continued)

6.0460 Compassionate Leave

An employee, other than casual, temporary, seasonal or emergency, shall be granted compassionate leave with pay upon the death of a member of his/her immediate family. (See definition Immediate Family, Chapter 2.) A full-time employee shall be granted 22.5 hours (based on a 37.5 hour per week full-time position) or 24 hours (based on a 40 hour per week full-time position) of paid compassionate leave upon the death of a member of the employee's immediate family, to be used on consecutive work days. For employees employed less than full time, the exact number of hours of paid compassionate leave for which the employee is eligible shall be determined on a pro-rata basis. (See definition Pro-Rata Basis in Chapter 2.)

6.0461

An employee, other than casual, temporary, seasonal or emergency, shall be granted leave with pay, during any single work day, to attend the funeral of the following near-relatives: nephew, niece, aunt, uncle, brother-in-law, sister-in-law, grandparent-in-law, or any other relative or friend living in the employee's household. A full-time employee is eligible to receive 7.5 hours (based on a 37.5 hour per week full-time position) or 8.0 hours (based on a 40 hour per week full-time position) of paid leave. For employees employed less than full time, the exact number of hours for which the employee is eligible to be paid shall be determined on a pro-rata basis. (See definition Pro-Rata Basis in Chapter 2.)

6.0462

The above leave may be used -- without pay -- by temporary, seasonal, casual or emergency employees.

6.0470 Competing in Examinations

An employee shall be excused from work with pay to enable competition in a scheduled examination and associated interviews for a classified position in the State. Documentation that the employee has been approved to compete in such examination shall be presented to their immediate supervisor. The excused time shall include a reasonable period for reaching and returning from the site of the examination.

(Addendum-Merit Rules - Continued)

(Addendum-Merit Rules - Continued)

6.0480 Leave for Employee Organizations

An employee, other than casual, temporary, seasonal or emergency, may be granted leave of absence with pay to serve as a delegate to conventions of unions or employee organizations; or to engage in other similar job-related activities provided the absence of the employee will not interfere with proper operating efficiency of the employing agency. Such leave for any individual full-time employee shall not aggregate more than 37.5 hours or 40 hours, when authorized, in any calendar year. The allowable aggregate for part-time employees shall be on a pro-rata basis. (See definition Pro-Rata Basis, Chapter 2.) Such leave and allowance must be with prior written approval of the appointing authority.

6.0490 Leave for Olympic Competition

An employee except casual, seasonal, temporary or emergency shall be granted leave with pay to participate as a member of the United States team in any competition sanctioned by the United States Olympic Committee. Such leave shall not exceed the time required for participation in such competition, travel, and a reasonable time for precompetition training with the team, or other duties that are required of the employee in the capacity of coach, athlete, official, trainer or group leader in the official delegation of the United States. In no case shall the total leave with pay exceed ninety (90) working days at the regular rate of pay, nor shall the pay exceed the amount the employee would receive for a standard workday, nor shall the employee be paid for any day spent on such leave for which the employee would not ordinarily receive pay as part of regular employment.

6.0500 Return to Duty Following Leave of Absence Without Pay

An employee returning from leave of absence of six months or less shall be returned to the duty assignment previously held. An employee returning from leave of absence greater than six (6) months shall be returned to a position of the same classification held when leave was granted. Duty assignment will be at the discretion of the appointing authority. An employee may return to duty before the expiration of his leave only with approval of the appointing authority.

(Addendum-Merit Rules - Continued)

(Addendum-Merit Rules - Continued)

6.0510

If the job assignment of an employee on leave without pay is abolished or consolidated, the employee shall, upon return from leave of absence, be given employment in the same class or if that is not possible, in a comparable or lower class for which the employee is qualified or in accordance with 14.0200.

6.0520 Return from Military Service

Upon or prior to expiration of a military leave of absence, an employee with such leave who informs the appointing authority of their willingness and ability to return to State employment and produces evidence of his honorable release from military service shall be returned to the same or comparable position for which the employee qualifies. The employee shall be entitled to receive the rate of pay to which the employee would have progressed, assuming satisfactory performance.

6.0600 Unauthorized Absences

Any absence from duty that is not in compliance with the rules governing authorized leaves shall be considered an absence without leave and is cause for disciplinary action.

No employee shall absent oneself from duty without authorization by the appointing authority, except in case of emergency illness, accident, or serious unforeseen circumstances. Such emergency condition should be brought to the attention of the appointing authority as soon as practicable.

An employee who is absent from the service without a valid leave of absence for three (3) consecutive working days, may be deemed to have abandoned his position and to have resigned from the service unless in the period of three working days succeeding such three (3) days the employee proves to the satisfaction of the appointing authority that such absence was excusable. If the employee's excuse does not satisfy the appointing authority, the employee may be considered to have resigned by abandonment of position. In the event of abandonment, the employee shall be notified in writing that such abandonment constitutes voluntary resignation.

Nothing contained herein shall be construed as preventing an appointing authority from taking disciplinary actions against an employee because of unauthorized absence.

(Addendum-Merit Rules - Continued)

(Addendum-Merit Rules - Continued)

6.0700 Accrual Rates and Continuity of Service

Leave accrual rates under these rules shall be based on aggregate service. Annual leave and sick leave will accrue during periods of paid leave of absence, or unpaid leave up to thirty (30) days, but will not accrue during leaves without pay greater than thirty (30) days.

6.0710

Pay and benefits (Blue Cross, pension, review date, etc.) after breaks in classified service will be governed by the regulation concerned (e.g., resignation, military, layoff, maternity, pension, sick leave, annual leave). (See also 5.0720 - Reinstatement).

6.0800 Family and Medical Leave Act (FMLA) Leave

An FMLA eligible employee may request or an appointing authority may designate up to 12 weeks of job protected leave within a FMLA 12 month eligibility period (See definition, FMLA 12 month Eligibility Period, Chapter 2) for any of the following reasons:

1. To care for the employee's child after birth, or placement with the employee of a child for adoption or foster care;
2. To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
3. For a serious health condition (including illness or injury), that makes the employee unable to perform the employee's job.

FMLA leave shall not be charged to an employee for time missed from work as a result of illness or injury covered by worker's compensation, unless requested by the employee.

Under certain circumstances, FMLA Leave (See definition, FMLA Leave, Chapter 2) may be taken on an intermittent basis rather than all at once, or the employee may work a part-time schedule. The following rules shall govern leave taken on an intermittent or part-time schedule:

(Addendum-Merit Rules - Continued)

(Addendum-Merit Rules - Continued)

1. Where leave is taken because of a birth of an employee's child or placement with the employee of a child for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only if the appointing authority agrees.
2. Where FMLA Leave is taken to care for a sick family member (employee's spouse, child or parent) or for an employee's own serious health condition, leave may be taken intermittently or on a reduced leave schedule when medically necessary.
3. In order to accommodate intermittent leave or part-time schedule, an appointing authority has a right to alter an existing job or transfer an employee to an alternative position with equivalent pay and benefits.

An employee ordinarily must provide 30 days advance notice when the leave is foreseeable. An appointing authority may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the appointing authority's expense). The appointing authority may deny the taking of the leave if the advanced notice and medical certification requirements are not met.

An employee shall use available accrued annual leave and/or accrued sick leave while on a FMLA Leave with the exception of one workweek of annual leave and one workweek of sick leave, which the employee may elect to retain for use upon return to work. Usage of accrued annual leave and accrued sick leave shall only be in accordance with Merit Rules 6.0200 and 6.0300.

An employee on FMLA Leave is also entitled to have pre-existing health insurance benefits (including the State of Delaware's share of the monthly cost) maintained while on FMLA Leave. If an employee was paying all or a part of the premium payments prior to leave, the employee would continue to pay that amount during the leave period. Failure to make such contribution within 30 days of the due date will result in termination of coverage. *In the event the employee does not return to work for at least 30 calendar days upon expiration of an FMLA Leave or any extension of leave approved by the appointing authority, the appointing authority shall recover the contributions for any period of unpaid leave only if the employee does not return to work for the following reasons:*

1. The serious health condition of the employee or the employee's spouse, son, daughter or parent, or
2. Another reason beyond the employee's control.

(Addendum-Merit Rules - Continued)

(Addendum-Merit Rules - Continued)

An employee who fails to return to work or to request a personal leave upon expiration of an FMLA Leave, will be subject to corrective action in accordance with Chapter 15.

Employees may obtain a detailed description entitled "FMLA Leave - Employee Rights and Obligations" from their Personnel Office. An appointing authority shall provide a copy of the FMLA guidelines to all employees when requested or upon the commencement of an FMLA Leave.

ARTICLE 57. SCOPE, WAIVER, ALTERATION OF AGREEMENT

57.1 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 State. In no case shall it be binding upon the parties hereto unless agreement is made and executed in writing between the Association and the State Labor Relations Services and same has been ratified by the Association membership.

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

ARTICLE 58. SAVINGS CLAUSE

58.1 It is understood and agreed that if any part of this Agreement is in conflict with mandatory Federal or State Laws, that part shall be suspended and the appropriate mandatory provisions shall prevail, and the remainder of this Agreement shall not be affected thereby. If a portion of this Agreement is in conflict with these laws, the parties shall meet and renegotiate that part of the Agreement.

ARTICLE 59. PRESERVATION OF BENEFITS

59.1 Except where specific contractual provisions apply, or where the Merit Rules specify mandatory benefit levels, the State may establish or change necessary work rules and policies.

59.2 If the Association believes that any proposed change is not reasonable or based upon factual errors, or conflicts with a specific contractual provision or mandatory Merit Rule benefit level, it may resort to the grievance procedure from Step 2 through arbitration.

59.3 The State agrees to provide the Association with a 30 calendar day written notice of their intention to make any Department-wide changes.

ARTICLE 60. FULLY BARGAINED PROVISIONS

60.1 This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

60.2 This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing only, executed by both parties with mutual consent.

ARTICLE 61. DURATION OF AGREEMENT

61.1 This Agreement shall become effective on October 11, 1996 and remain in full force and effect until October 10, 1999. It shall be automatically renewed from year to year thereafter, unless either party shall give the other written notice to terminate, modify or amend this Agreement.

61.2 The notice shall be given to the other party in writing by registered mail at least 60 days prior to the expiration date of this Agreement. Any such notice from the Association shall be sent to the State Deputy Director for Employee Relations.

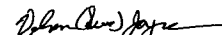
61.3 In witness thereof, the parties hereto have set their hands on this eighteenth day of September 1996.

61.4 The parties agree to follow the procedural requirements of the Public Employment Relations Act pursuant to 1313 and 1314 with respect to future contracts.

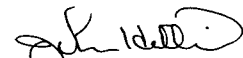
* Parties agree and understand that the subject matter of any article with an asterisk following the title is substantively non-negotiable under present Delaware law; however, any disputes about the interpretation or application shall be addressed through the grievance procedure in this Agreement.

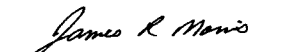
ARTICLE 61

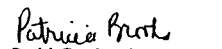
For D.C.O.A.:

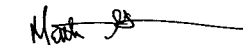

Velma (Sue) Joyce, President


Charles R. Wood, Vice President

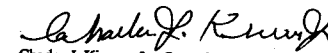

John Hilliard, District I
Grievance Representative


James R. Morris, Committee Chairperson
District II Grievance Representative

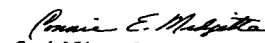

Patricia Brooks, District III
Grievance Representative


Matthew Gibbs, Committee Member
SWRC

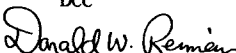

Harry Masten, Committee Member,
MCI


Charles J. Kirmes, Jr., Committee Member,
EDCO


Carol Jefferson, Committee Member
BWCI


Connie Midgette, Committee Member
C&T



Sydney Nash, Committee Member
DCC

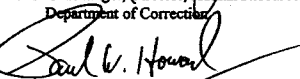

Don W. Reiman, Chief Negotiator

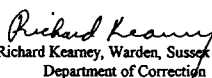
ARTICLE 61

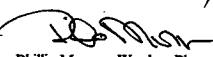
For the State:


Stanley W. Taylor, Jr., Commissioner
Department of Correction


Alan N. Machinger, Director, Human Resources and Development
Department of Correction


Paul Howard, Chief, Bureau of Prisons
Department of Correction


Richard Kearney, Warden, Sussex Correctional Institution
Department of Correction


Phillip Morgan, Warden, Plummer Community Corrections Center
Department of Correction


Ronald Hosterman, Treatment Administrator, Delaware Correctional Center
Department of Correction


Thomas LoFaro, Deputy Director for Employee Relations
State Personnel