Collective Bargaining Agreement

between

University of Delaware

and

American Federation of State,
County and Municipal Employees, AFL-CIO
and its

Local No. 439

Effective July 1, 2026 - - June 30, 2030

AGREEMENT

Entered into this 1st day of July 2026, between the University of Delaware, Newark, Delaware, hereinafter referred to as the "University" and the American Federation of State, County and Municipal Employees affiliated with the AFL-CIO acting for itself and on behalf of Local 439 hereinafter referred to as the "Union."

All gender specific pronouns within this Agreement shall be deemed "gender neutral" and shall apply to each individual covered by this Agreement regardless of their gender identity, and "they" and "their" may refer to employees individually, depending upon context.

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ARTICLE I
PURPOSE

It is the purpose of this Agreement to promote and ensure harmonious relations, cooperation and understanding between the employer and the employees covered hereby, to ensure true collective bargaining, and to establish proper standards of wages, hours, working conditions and other conditions of employment.

ARTICLE II
RECOGNITION

2.1 The University recognizes the American Federation of State, County and Municipal Employees, AFL-CIO and its Local No. 439 as the exclusive representative of employees in the bargaining unit as defined in 2.2 below in the Facilities Services & Campus Planning of the University for the purpose of collective bargaining with respect to wages, salaries, hours of employment, and other conditions of employment.

2.2 For the purpose of this Agreement, the term "employee" shall include all employees in the job classifications covered in the bargaining unit as follows: Caretaker, Custodial Technician, Custodial/Special Projects, Custodial/Set-Up Technician, Driver, Groundskeeper, Mover, Refuse Collector, Refuse Equipment Operator in Facilities; Casual Wage Bus Driver, Full-time Bus Driver, Driver/Mover, Mover, Shipping/Receiving Clerk, and all employees hired in trainee positions to support any of the aforementioned classifications. The above categories are subject to the following exclusions: (1) temporary employees, being persons hired without expectation of or arrangement for permanent employment (i) to perform a specific job or (ii) to be employed for a limited period of time; (2) student employees enrolled in a full-time course of studies; (3) campus police and security officers; (4) all supervisors, being all individuals having authority in the interest of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them to adjust their grievances, or effectively to recommend such action; and (5) all other employees of the University of Delaware, including personnel working on contract or subcontract as may be hired on an intermittent basis.

2.3 Management:

The Union recognizes that an area of responsibility must be reserved to Management if it is to function effectively. In recognition of this principle, it is agreed that the following responsibilities are not subject to collective bargaining unless specifically modified by this Agreement.

A. The determination of service to be rendered in support of the Physical Plant of the University and other services required in support of academic requirements.

B. The determination of the University's financial policies and accounting procedures.

C. The determination of the duties to be included in any job classification; the sole right to hire; the determination of the number of staff or employees to be employed or to be retained in employment; necessity for overtime and the amount of overtime required; the establishment and maintenance of quality and production standards; the maintenance of discipline; and the adoption and enforcement of University working rules and regulations and safety rules.

D. It is the general policy of the University to utilize its employees to perform work that they are qualified to perform, provided that the University possesses the necessary equipment to perform such work. However, the University reserves the right to contract out work in the interests of efficiency or emergency, or where the University lacks the necessary equipment to perform the work, or where there is not sufficient staffing to complete the work.

Prior to contracting out any work historically performed by the Union that is expected to last more than ninety (90) working days, the University will notify the Union and offer the Union an opportunity to meet and discuss the matter regarding its intent, and, upon request, provide the Union with information regarding the costs and/or savings and other relevant information, including, but not limited to, the expertise required for the work in question, whether such expertise is available in the University workforce, and whether the workload exceeds the current capacity of the workforce. The University shall give the Union the opportunity to respond in

a timely fashion prior to subcontracting, provided that the University's decision shall be final and shall not be made the subject of a grievance.

This language will not be utilized by the University to diminish the bargaining unit, eliminate overtime, eliminate personnel or avoid hiring additional necessary personnel, provided however that this language shall not abridge the University's rights under the Delaware Public Employer Relations Act.

E. The foregoing enumeration of management's rights shall not be deemed to exclude other rights of management not specifically set forth, the University therefore retaining all rights not otherwise specifically restricted by this Agreement. The Union shall be notified and provided copies of departmental policies and procedures which affect them.

2.4 The Union and Management agree that neither party will intimidate, coerce or harass any employee in respect to their right to work or in respect to Union activity. The parties agree to treat each other with respect. Management bears the responsibility for handling workplace violence issues.

ARTICLE III
UNION SECURITY AND CHECK-OFF

3.1 Union Security:

Between thirty (30) and ninety (90) calendar days from date of hire, all new employees covered by this Agreement may elect to become members of the Union. Employees electing to become Union members shall sign a legally valid membership/ dues authorization card and shall pay dues consistent with the provisions of the membership/dues authorization card. Nothing contained herein shall limit or curtail employees' probationary period prescribed by Section 6.2 of this Agreement.

The American Federation of State, County and Municipal Employees, AFL-CIO and the Local Union jointly and separately agree to hold the University of Delaware harmless against any and all claims, demands, suits, and other forms of liability that may arise from administration of this union security provision.

3.2 Check-Off:

The University shall not deduct membership dues from any employee who has not provided the University with a signed written authorization to withhold and remit membership dues.

A. The Union hereby certifies that its present amount of membership dues has been fixed pursuant to the constitution and bylaws of the Union. In the event the amount of its dues is hereafter changed, such change shall be provided in writing to the University thirty (30) calendar days prior to any change in dues deductions. The American Federation of State, County and Municipal Employees, AFL-CIO and the Local Union jointly and separately agree to hold the University of Delaware harmless against any and all claims, demands, suits, and other forms of liability that may arise out of or by reason of action taken by the University of Delaware in connection with the deduction of dues. The term "dues" shall not be deemed to include any fine, assessment, contribution, or other form of payment required from AFSCME members except the payment generally required from other members of the bargaining unit.

B. On or before the 25th day of each month the Union shall deliver to the University properly executed Application and Check-Off of Dues forms under which Union membership dues are to be deducted for employees newly joining the Union. Dues deductions shall be made from pay earned in the succeeding payroll period to establish membership for the month following the date of request for deduction. Such withholdings for Union dues are to be transmitted to the duly elected Treasurer of the Local Union for the previous month's earnings not later than the 10th day of each month.

C. The Union designates Michael A. Begatto, Executive Director of Council 81, or their successors in office, as the person upon whom all notice and process issued by any Delaware agency or Court may be served, with like effect as personal service in relation to any suit, matter, cause, or thing affecting or pertinent to this Agreement.

ARTICLE IV
REPRESENTATION

4.1 The employees in the bargaining unit shall be represented for the purpose of grievance adjustment by the Union representatives as specified under the grievance procedure in Article V.

4.2 The Union and the University agree to recognize stewards in accordance with the following:

A steward for each key station representing Facilities Services & Campus Planning.

4.3 The Union agrees that no one shall be eligible to serve as an officer or steward unless the individual is an employee and their names have been placed on the active list and they are working at the University. Additional stewards may be added if requested by the Union and agreed to by the University.

The names of the officers and stewards shall be given in writing by the Secretary of the Local Union to the Office of HR Labor & Employee Relations at the time of their taking office. The Office of HR Labor & Employee Relations shall also be notified promptly in writing relative to any changes in these positions.

4.4 The privilege is extended to stewards, members of the Grievance Committee and the Local Union President to leave their places of work without loss of pay for a reasonable amount of time with the understanding that such time will be devoted to the proper investigation and processing of grievances as specified in the grievance procedure of Article V. The Union agrees that Union representatives will not abuse this privilege.

Stewards, members of the Grievance Committee and the Local Union President will continue to work at their assigned jobs except when required to leave their work to handle grievances as provided under the grievance procedure. In such instances, Union representatives shall clear their absence from the job with the supervisor and also their presence in other areas with the supervisor concerned. Permission will be granted by the supervisor unless the employee is required on the job because of operational necessity.

4.5 The University will provide a total of twelve (12) personal days of paid leave per year for accredited delegates to attend union conventions (AFSCME International Convention, Council 81

Convention, Delaware State Labor Council Convention) and any union member to attend negotiation preparation meetings and trainings. Unused days in the previous years of this contract may be carried over for the length of this contract.

4.6 Time spent by employees, stewards and the local Union officers other than time as specified in this article will not be paid for by the University.

4.7 Visitation:

Accredited representatives of the Union shall, upon request by the Union, be admitted to the University campus during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in adjusting the grievance. All such representatives shall first report to the Office of HR Labor & Employee Relations before proceeding to other areas of the campus. In the event accredited Union representatives find it necessary to visit the University campus outside of normal office hours, they will contact the Office of HR Labor & Employee Relations and should they not be available, the Director of the University department concerned should be contacted. Such visitation shall be in keeping with security and service requirements of the University.

4.8 The University shall maintain, in the Office of the Facilities Manager of Human Resources, seniority records which shall be available for inspection by the members of the Grievance Committee. An up-to-date seniority list will be furnished to the Union on or about April 1 and October 1 of each year. The University will provide monthly updates of new hires, retirements and terminations to Local 439.

ARTICLE V
GRIEVANCE PROCEDURE AND ARBITRATION

5.1 Processing Grievances

A. A grievance is defined as a disagreement or dispute between the University and an employee or the Union over the application, interpretation or meaning of this Agreement, and shall be acted upon in accordance with the procedure outlined below.

B. A class-action grievance is defined as a grievance that affects more than one member of the bargaining unit. Such grievances may be submitted directly at Step 2 of the grievance procedure.

C. A grievance of a discharge or suspension shall commence at Step 2.

D. Failure to specify the article and/or section of this Agreement that has allegedly been violated within the grievance will result in a default against the filing party. Defaults establish no precedent with respect to the merits of the claim.

E. The grievant's personnel file will be made available upon request of the grievant or Union representative for the purposes of processing the grievance at any step of the grievance procedure.

5.2 Consultation

Any employee covered by this Agreement may consult with their shop steward during working hours relative to a potential grievance. Prior to meeting, the employee and shop steward will inform their respective immediate supervisor of the desire to consult. Approval to meet for grievance related consultation will be granted pursuant to employee availability and operational needs. Requests will not be unreasonably denied. A maximum of sixty (60) minutes of work time will be approved for the employee to consult with their shop steward on a specific grievance matter, inclusive of any travel time.

5.3 Time Limits

The time limits at any step may be extended by the mutual written agreement of the parties involved at that particular step. Failure to file or respond within the specified or mutually agreed upon time limit will result in a default against the party who fails to file or respond within the time limit. Saturdays, Sundays and holidays shall not be applied in computing time limits.

5.4 Steps

A. <u>Step 1</u>

Any employee covered by this Agreement shall submit a grievance to their immediate supervisor within ten (l0) working days after the employee has, or could reasonably be expected to have, knowledge of the event that gave rise to the grievance. Grievances shall be submitted in writing on the Grievance Form and signed by both the employee and their steward. The immediate supervisor or their designee shall

hold a meeting with the parties involved within five (5) working days of receipt of the grievance and render a written decision within three (3) working days of the meeting.

B. Step 2

If the Union is dissatisfied with the Step l decision, the Chairperson of the Grievance or steward may appeal the decision to the Department Head or their designee in writing within five (5) working days of receipt of the Step l decision. If the Union is grieving a discharge or suspension directly at this step, the grievance must be filed with the Department Head or their designee within ten (l0) working days of the discharge or suspension. The Department Head or their designee shall hold a meeting with the Grievance Committee (limited to three members excluding the grievant) within seven (7) working days of receipt of the appeal/grievance and render a written decision to the Chairperson of the Grievance Committee within five (5) working days of the meeting, with a copy to the Office of Employee and Labor Relations.

C. Step 3

If the Union is dissatisfied with the Step 2 decision, the Chairperson of the Grievance Committee or steward may appeal the decision to the Director, Labor and Employee Relations or their designee in writing within five (5) working days of receipt of the Step 2 decision. The Director, Employee and Labor Relations or their designee shall hold a meeting with the Grievance Committee, Local Union Recording Secretary, and a representative of the International Union within ten (10) working days of receipt of the appeal and a render a written decision to the Chairperson of the Grievance Committee within five (5) working days of the meeting.

D. Step 3(a)

If the Union is dissatisfied with the Step 3 decision, a grievance involving either a suspension or discharge may be referred to mediation overseen by the Federal Mediation and Conciliation Service (FMCS) upon mutual request in writing within fourteen (14) working days of receipt of the Step 3 decision. Both the University and Union must agree with the mediator's recommendation in writing for it to be binding.

E. Step 4

If the grievance is not resolved at Step 3 or 3(a), or if Step 3(a) is waived, the grievance may be appealed to arbitration. The appeal must be filed with the American Arbitration Association (AAA), with a copy to the Director, Employee and Labor Relations via email within twenty (20) working days of receipt of either the Step 3 decision or completion of the mediation, whichever is applicable.

The arbitrator shall have no power to add to, subtract from or otherwise modify the terms of the Agreement. The arbitration decision shall be rendered within 30 (thirty) calendar days after submission of briefs, if applicable, or the close of the hearing. The decision of the arbitrator shall be final and binding on the parties. The expenses for the arbitrator' s services shall be borne equally by the University and the Union. Additionally, each party shall be responsible for compensating its own representatives. Witnesses for both parties, who are active University employees in a pay status, shall be compensated for hourly wages only, by the University for the period of the hearing. The University shall require all persons pertinent to the grievance to appear and include those requested by the employee to be given time off from work to appear at the hearing.

5.5 Grievance participation throughout the grievance process is encouraged and desired. Where the matter being grieved involves discipline, the grievant shall be required to attend the Step 1 grievance meeting unless waived by mutual agreement of the Union and Management. With the exception of instances where waiver has been expressly granted in writing, failure to attend the Step 1 grievance meeting may result in dismissal of the grievance.

ARTICLE VI
SENIORITY

6.1 Seniority:

A. Seniority is defined as the length of service of any employee covered by this Agreement starting with the employee's most recent date of hire. The principle of seniority is recognized as indicated by specific provisions of the contract.

B. The date in which bus drivers were hired into their full-time positions on a permanent budget line will serve as a tie breaker among bus drivers only where length of seniority is an issue.

New employees, excluding casual wage bus drivers, hired by the University shall be in a probationary period for the first 120 calendar days, excluding overtime, whichever comes first) of their employment. Casual Wage Drivers shall be in a probationary period for 720 hours or 6 months, whichever is completed first. During the probationary period, the University may discharge such employee, and the discharge shall not be subject to the grievance procedure. After the successful completion of the probationary period, the employee shall be credited with seniority as of the date of hire.

6.2 Termination of Seniority: Employees covered by this Agreement shall lose all seniority for the following reasons:

A. Discharge for just cause.

B. Resignation or retirement.

C. Failure to contact the University in accordance with the recall provisions of 7.3 of this agreement.

D. Failure to return to work on date specified in the special delivery or certified letter in reference to a notice or recall.

E. Failure to properly notify the University of reason for absence within three (3) consecutive working days except for circumstances beyond the control of the employee. Notification shall be in accordance with established practices.

F. Failure to return to work at the expiration of a leave of absence, vacation or other authorized absence.

The University is not obligated to rehire an employee who has been on layoff for a period longer than twelve (12) months. However, such employee, if rehired, shall not lose their previous seniority in the bargaining unit.

ARTICLE VII
LAYOFF AND RECALL

7.1 Layoff:

In the event, the workload is reduced to a point where layoff becomes necessary, the University shall determine the number

of employees, the departments, and the job classifications to be affected, and such layoffs shall be in accordance with the provisions of this article.

Layoffs in classifications within occupational groupings as outlined in the Appendix of this agreement and which are anticipated to exceed 180 calendar days will be affected in the following manner:

A. Layoffs shall begin with those employees having the least seniority in the classification being reduced. An employee shall exercise seniority set forth in the Appendix by bumping an employee in a lower pay grade within their occupational grouping.

   An employee laid off under this section who previously earned seniority in another job classification at an equivalent or lower pay grade may exercise seniority in the occupational grouping in Appendix B under which that previous classification is listed. Seniority within occupational groupings will be exercised provided that a more senior employee may not displace any employee with less seniority in a higher classification within the job occupational grouping.

B. An employee whose seniority is not sufficient to remain employed in their job classification shall be given thirty (30) calendar days' notice prior to layoff.

C. For layoffs in job classifications outlined in Appendix C Unrelated Job Classifications; employees shall exercise their full bargaining unit seniority within their base job classification only.

D. An employee exercising seniority for such layoffs must have the skill, ability and physical capability to perform the work required.

7.2 Temporary Layoffs:

Layoffs not anticipated to exceed 180 calendar days shall be affected in the following manner:

A. Layoffs shall begin with those employees having the least seniority in the job classification within the department that is initiating the layoff.

B. The departments that will constitute separate units for layoff

purposes under this section are Facilities Services & Campus Planning

C. Employees who are to be laid off may request transfers to fill available job vacancies provided they are qualified to do the work. Employees scheduled to work Summer Session may apply for a personal leave of absence as outlined in Article 12.5. Employees shall receive seven (7) calendar days' notice prior to a temporary layoff.

7.3 Recall:

The right of seniority with regard to recall shall be accorded to laid off employees prior to new employees being hired in accordance with the following provisions:

A. Employees shall be recalled according to seniority in the inverse order of layoff within their job classification. When a vacancy occurs within a job classification, the most senior employee displaced or on layoff from that job classification will be given first consideration before the job is posted.

B. Recall notifications to an employee by special delivery mail or certified mail to the last address appearing on their personnel record shall be considered as proper notice of an available job. Each employee shall be responsible for seeing that their current address is properly recorded.

C. In the event of a layoff up to but not exceeding 180 calendar days, the recalled employee must contact the University within five (5) working days of the first attempt to deliver a special delivery or certified letter of recall. If the U.S. Postal Service is unable to deliver the notice of recall within five (5) working days after the first attempt of delivery, the letter shall be returned to the University, and such employee shall forfeit seniority and right of recall.

D. In a layoff under 7.1 of this Agreement, the recalled employee must contact the University within ten (10) working days of the first attempt of delivery of a special delivery or certified letter of recall. If the U.S. Postal Service is unable to deliver the notice of recall within ten (10) working days after the first attempt of delivery, the letter shall be returned to the University, and such employee shall forfeit seniority and right of recall.

E. Recalled employees must return to work on the date specified in the letter of recall. Such date will be no less than ten (10) working days from the first attempt by the U.S. Postal Service of delivery of the letter of recall.

F. Employees on layoff will have the right of recall for a period of twelve months from the date of layoff.

7.4 Temporary Jobs:

Facilities Services & Campus Planning employees affected by seasonal layoffs shall be offered temporary job assignments, as they become available, based on the requirements of experience, physical ability to perform the job to which assigned, and seniority. In that these are temporary positions not covered by the bargaining unit, issues arising out of these positions are not subject to the grievance procedure.

ARTICLE VIII
TRANSFER AND REASSIGNMENT

8.1 Temporary Transfers:

The University shall have the right to make temporary transfers within departments in order to meet operational requirements or to avoid temporary layoffs. A temporary transfer is defined as the movement of an employee from one job classification to another for a continuous period of up to ninety (90) calendar days.

A. An employee temporarily transferred shall be paid the pay rate of the position from which they were transferred, or the starting pay rate of the position to which they are transferred, whichever is higher. When temporary transfers may be expected to exceed five (5) working days, written notices to include dates of transfers in and out of the temporary positions, job classifications and rates of pay shall be given to employees on temporary transfers. Such notice does not represent a commitment that temporary transfers will be for a guaranteed period of time. Employees who are temporarily upgraded to a higher classification level in pay and who become unable to work for a minimum of five (5) consecutive days or more do not continue to receive the temporary upgrade in pay while out of work. This does not apply to employees filling in during an extended absence.

B. If the temporary transfer is to a classification in a higher pay grade, the appointment of the position, where experience, training, and ability and other relevant factors are relatively equal, will be to the senior employee from among those available. Where the appointment of the position is made to a less senior employee from among those available, the reason for denial shall be provided upon request by the Union.

C. Any job that requires a continuous period of more than ninety (90) calendar days of temporary transfer shall be considered an available job, except when the vacancies are a result of an extended illness/injury or the result of a transfer in lieu of a seasonal layoff.

D. The procedures for temporary transfers for Facilities Landscape Services Division shall be administered as follows:

- Management authorizes temporary upgrades. A temporary upgrade is not automatic simply because there is an absence.
- When a Caretaker is out for a minimum of two (2) days, management will determine, in its discretion, if an upgrade to Caretaker is necessary for operational needs.
- When an individual works for five (5) consecutive days, the upgrade will become retroactive and the first day will be paid, provided that the individual has developed work plans and reviewed with management.
- All qualified Groundskeepers (according to the Caretaker job description) will be upgraded to Caretaker pay when assigned as an Area Lead. Groundskeepers that do not meet the qualifications of a Caretaker will receive a l0% upgrade.
- If only one (1) person remains on a crew, there will be no upgrade unless management deems it necessary for operational needs. Groundskeepers will be upgraded within their particular zone based on seniority, with a rotation from most to least senior Groundskeeper.
- Any temporary Caretaker upgrade over three (3) consecutive weeks shall be posted for the most qualified Groundskeeper. All else being equal, seniority will be used to award upgrades.
- A Groundskeeper serving in the capacity of Area Lead will

not be considered for a Caretaker position unless the individual has satisfied all of the minimum requirements outlined in the Caretaker job description.

- A Groundskeeper upgrades from Groundkeepers to Caretaker temporarily does not need a commercial drivers' license (CDL) to be considered for the upgrade unless the job requires them to drive a vehicle that requires a CDL.
- A Groundskeeper serving in the capacity of "temporary" caretaker" will not be considered for a full-time position unless the individual has satisfied all the minimum requirements outlined in the Caretaker job description.

8.2 Transfers:

A transfer is defined as a permanent movement from one job classification to another with no change in base pay. Requests for transfer will be handled in accordance with the promotion and bidding provisions in Article IX.

A. The University reserves the right, regardless of seniority, to transfer any employee who has suffered permanent injury and is therefore unable to continue with their usual occupation, or any employee who has been in service of the University for a period of one (1) year or more and who is for any reason not physically able to perform the service required, to any department or occupation that may be available for which the employee is qualified at the established rate of pay for such work. Any employee so transferred shall retain the same seniority rating in the new department that they had in the department from which they were transferred. Management will discuss with the Union before making such transfers.

B. The University shall administer the area of light duty for ill or injured employees in a fair and consistent manner. Any light duty policy shall be in compliance with the Americans with Disabilities Act.

C. Employees promoted or transferred from the bargaining unit shall cease to accrue seniority. If the employee returns to the bargaining unit by filling a vacancy that they are qualified for and that was not filled through the posting process, they will be credited with seniority previously earned while they were a member of the bargaining unit.

8.3 Reassignments:

A reassignment is defined as the permanent movement of an employee within the same job classification to a different campus (i.e., Newark, Wilmington, etc.), shift, or work schedule; and applies to employees with two (2) or more years of continuous service.

Employees are limited to one (1) successful reassignment request in any twelve (12)-month period. A job requisition will be posted for positions, once they are fillable, by issuing a posting. Once a job requisition is posted on the union bulletin boards, employees may submit a reassignment request (electronic form) to the Director or Designee. Reassignment requests will be acted upon by the Director or Designee, who will use seniority as the deciding factor for qualified applicants once the posted requisition expires. If the reassignment request is granted, a new requisition will be posted on UD Jobs, reflecting the hours that are now available due to the reassignment. All reassignment requests will be considered before accepting transfer requests.

8.4 Involuntary Reassignments:

When the University determines the need for a reassignment, it shall first seek volunteers. Should there be no volunteers, the reassignment shall be based on inverse seniority.

A. Temporary Involuntary Reassignments:
Employees selected for temporary involuntary reassignment, defined as lasting less than sixty (60) days, shall be given a minimum of five (5) working days' notice for shift or work schedule changes.

B. Permanent Involuntary Reassignments:
Employees selected for permanent involuntary reassignment shall be given a minimum of thirty (30) calendar days' notice for shift or work schedule changes.

ARTICLE IX
PROMOTION AND BIDDING

9.1 Whenever a vacancy within an employee's department becomes available, the employee with the greatest University seniority will be given first consideration in filling such classification provided skill, experience, and ability are relatively equal among those considered, after the job is posted on all available bulletin

boards. Such permanent job vacancies will be posted on these appropriate bulletin boards for seventy-two (72) hours, Monday through Friday. The posting will include the job classification, the department and shift, and the applicable rate of pay.

A. If a Casual Wage Bus Driver transfers to another department with the intent on returning to Transportation, they must apply every time a full-time position is open, regardless of shift or route, in order to keep their consideration available. If said employee does not bid on an open position, then section 9.1 should prevail. At the first availability of their seniority, then they will be given first consideration provided their seniority is higher than other applicants and they meet all qualifications.

9.2 The University may fill openings by temporary transfer until the successful bidder has been selected, replaced, and transferred.

9.3 All bids will be made on forms provided by the University. To be considered, the bid must be filed within 3 working days of the bid posting date.

9.4 The award of the position shall be made on the basis of experience, training, and ability, with seniority considered as a secondary factor. Where experience, training, and ability are relatively equal, the University will award the position to the senior bidder so qualified. Where the award of a position has been made to a less senior bidder, copies of the bid form containing the reason for denial shall be given to more senior bidders and to the Local Union President.

9.5 The employee selected shall have up to sixty (60) working days as a probationary period on the job. The probationary period may be extended by mutual agreement of the Union and the University. If the employee fails to demonstrate their ability to fulfill the job requirements, they may at any time within the probationary period be either returned by the University or by their request to their former job classification in which they will exercise their seniority. An employee may not submit a bid for another position during their probationary period.

9.6 An employee will be limited to two (2) successful bids in any 12-month period. Excluded are bids in lieu of bumping under the layoff procedure.

9.7 Where there are no qualified employees available to fill job vacancies, the University reserves the right to hire qualified employees.

9.8 Local 3472 jobs will be posted on bulletin boards accessible to members of this bargaining unit if such jobs are not filled by bidders from the skilled trades local. Although members of Local 439 have no bidding rights to jobs in Local 3472, they may apply for such jobs via a transfer form.

9.9 Charters: The assignment of charter trips will be administered on an impartial and equitable manner. Charter opportunities will be displayed on a bulletin board with full-time bus drivers being given the first opportunity followed by part-timers. In the event, a charter cannot be filled; the assignment will be given to the least senior full-time driver. Every attempt will be made to rotate charter work. The University reserves the right to make such assignments in accordance with operational and staffing needs. Upon request, local 439 will have access to records related to Transportation Services charter bidding.

ARTICLE X
TRAINING

10.1 In order that the University may be assured a work force of competent employees to fill the needs for the future and also that employees working the lesser classifications may have an opportunity to acquire additional knowledge and skill, it is necessary to employ persons in categories of trainees and apprentices. The University and the Union agree to cooperate in utilizing outside funding sources for the purpose of establishing traineeships and apprenticeships for applicants in this bargaining unit.

10.2 Such selection of trainees shall be on the basis of seniority and fitness and ability to advance under the training programs as established by the University. Training opportunities shall be posted in accordance with the bidding procedure.

10.3 Where there has been previous experience which can be related to the classification for which the employee will be trained, appropriate credit will be given to such trainees for purposes of pay and job status.

10.4 Provided experience requirements for advancement are meet

satisfactorily, trainees shall be upgraded to the appropriate classifications.

10.5 If such trainees have not progressed sufficiently in their work, they shall be withheld from promotion until such time as they can satisfactorily meet the experience requirements. Failure to meet satisfactory progress within a time period designated by the University will be cause for removal of the trainee from the training program.

10.6 The trainee classifications will be used to train employees.

ARTICLE XI
DISCHARGE OR DISCIPLINE

11.1 No employee who has completed the probationary period shall be discharged or disciplined without good and sufficient cause.

11.2 Should it be determined that any employee was discharged without just cause, such employee shall be restored to their former status.

11.3 In the event the employee wishes to challenge the suspension or discharge, the employee, through the Union, shall file the grievance at Step 2 of the grievance procedure, within ten (10) working days of that suspension or discharge. The department originating the action will notify the Chairperson of the Grievance Committee and the Office of HR Labor & Employee Relations of suspensions and discharges as they occur.

11.4 No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at their regular rate.

11.5 Disciplinary actions shall be removed from the file after two years if there has been no discipline of any kind during that period.

ARTICLE XII
LEAVES OF ABSENCE

12.1 Accident Pay:

A. When an employee is absent from work as a result of an injury or sickness compensable under the Worker's Compensation Act, the University shall pay their regular straight time rate of pay for a regularly scheduled work week up to full salary as long as the

employee has sufficient unused sick leave. In such cases, the employee shall reimburse to the University any Worker's Compensation benefits received during the period for which they were paid that amount by the University. The employee's unused sick leave shall be reduced by the number of days or any part thereof equivalent to the amount of salary paid to the employee above the Worker's Compensation benefits received. When sick leave is exhausted, pay above the Worker's Compensation benefits will cease and the employee retains the Worker's Compensation benefits they may continue to receive.

B. The University may elect to rehire an employee who was terminated on workers compensation leave. Such employee who is rehired within two years of their termination date shall be reinstated with their seniority as of the date of original termination.

12.2 Parental Leave:

All full-time employees shall be entitled to parental leave in accordance with the University's Parental Leave Policy (4-24), as may be amended. See: https://sites.udel.edu/policies/policies/parental-leave/

Bargaining unit members will receive the same paid leave benefits provided under the Delaware Family Leave Act and Medical Leave/Family Caregiver Act as are available to non-represented employees and other employees outside of the bargaining unit.

12.3 Jury Duty:

The University grants leaves of absence with pay to employees for time spent on jury duty or if the employee is subpoenaed as a witness. Employees who are dismissed from jury duty or released as witnesses will be expected to return to work for the balance of their scheduled workday. Night shift employees who normally would not be expected to work during this period of jury duty shall be similarly compensated.

12.4 Bereavement:

Five (5) days leave of absence with pay will be granted when death occurs in the immediate family (husband, wife, spouse, father, mother, sister, brother, son, daughter, stepchildren, stepparents, parents-in-law, grandparents, grandchildren). One (1) day only

with pay is granted when death occurs for relatives outside the immediate family members for purposes of attending funeral services. An employee who is already on a paid or unpaid leave during the death of a relative will not receive bereavement leave. A paid leave, for purposes of this provision, shall include long term illness - sick leave, holiday leave, and approved worker's compensation leave. It shall exclude vacation leave and regular sick leave.

An employee may request a variation of the bereavement leave outlined in the CBA due to extenuating circumstances. The employee's request must be submitted to the director of the unit/ department. Any decision by the director is not grievable.

12.5 Sick Leave:

In the case of illness of an employee, sick leave with pay shall be granted in accordance with the following procedures:

A. Eligibility:

To be eligible for benefits, employees must have completed ninety (90) days of satisfactory employment after which they shall be credited with service for purposes of sick leave accrual from their most recent date of employment.

B. Accrual of Sick Leave:

Employees earn sick leave at the rate of fourteen (14) days per year. Employees must be in a paid status for at least one-half (1/2) the scheduled workdays in a calendar month in order to earn any sick leave for that month.

Sick leave can be earned to a maximum of one hundred and eighty (180) days in their regular sick leave account. Employees will be provided, upon request, information regarding the number of sick leave days which they have accrued.

The Long-Term Illness Account will continue to be administered for those employees hired prior to January 1, 2020. The number of days that each employee has in his/her account shall be frozen at its present level. Sick leave days used from this account will not be replenished. The University and the Union have agreed that, by this method, the Long-Term Illness Account shall be phased out.

For employees hired BEFORE April 26, 2006, the

administration of the Long-Term Illness Account is outlined as follows:

The thirty (30) sick leave days was provided to each qualifying employee one time and to be used in the event of catastrophic or major illness of the employee causing an absence of more than thirty (30) consecutive calendar days. The employee will use regular sick leave, vacation leave, and if necessary, leave without pay for the initial thirty (30) calendar day qualifying period. Work related injuries and participating in Health Advocate are excluded from the Long-Term Illness Account. The Long-Term Illness Account has a cap of sixty (60) days. The sixty (60) maximum cap includes the thirty

(30) day initial seeding by the University and a maximum of thirty (30) days earned by the employee. Utilization of the Long-Term Illness Account begins with the days seeded by the University.

Effective January 1, 2020, employees shall be permitted to transfer days from their LTI account to their regular sick leave account. The regular sick leave account cannot exceed one hundred and eighty (180) days.

C. Employees who retire under the Pension Plan may opt to receive an amount equivalent to $25 for each day of unused accrued sick leave at retirement. To be eligible for this payment, an employee must have accrued a minimum of forty-five (45) unused sick days at time of retirement.

   At retirement, the employee's unused earned portion of the Long-Term Illness account (excluding the days seeded by the University) may be combined with the unused sick leave in their Normal account for payout purposes. The maximum total of unused sick leave from both accounts is one hundred and twenty (120) days for retirement payout.

D. To receive sick benefits during prolonged disability, the University reserves the right to require satisfactory evidence of employees' illness or injury. Sick benefits will not be paid to employees on leaves of absence without pay.

E. If one of the paid holidays occurs during the period in which the employee receives sick pay, they will be paid for the holiday, and the day will not be charged to their sick leave

allowance. The rate of pay for the paid holiday will be the same as the rate paid for the illness.

F. Employees are required to provide a physician's certificate for absences of three (3) or more consecutive workdays. An employee who does not provide a doctor's note immediately following their return to work after an absence of three (3) or more consecutive days may be subject to disciplinary action. A physician's statement certifying the medical justification for an employee's absence will not normally be requested for absences of less than three (3) consecutive workdays. However, should there be an attendance situation which appears to warrant it, the employee shall be notified in writing that a physician's certificate will be required for all future absences that are to be charged to sick leave. This certificate requirement will be reviewed each six (6) months following such notification.

G. Six (6) days sick leave may be used for the illness of an employee's spouse and/or dependent minor child(ren)and/or parents of the employee. In the case of a parent, the employee must produce a physician's note or official documentation, such as an appointment card that supports this sick leave. Dependent sick leave reset date is July 1st each year. (Usage of dependent care sick leave will not count as an occurrence leading to disciplinary action). The University may, in its discretion, require documentation substantiating employee's eligibility for sick leave under this section, provided that employees shall not be required to provide a doctor's note or appointment card substantiating the illness of dependent minor children.

12.6 Non-occupational Personal Injury or Illness on the Job: An employee taken ill during working hours and sent home by their supervisor shall be paid provided such time is charged to the employee's accumulated sick leave.

ARTICLE XIII
HOURS OF WORK AND OVERTIME

13.1 Work Week:

A. The normal work week is 40 hours, scheduled consistent with the needs of the University Monday through Friday with a half hour for meals with the exception of employees who follow separate work schedules in support of particular requirements. These schedules may require work weeks of 44, 48, or more hours per week. The standard work week may be varied in accordance with academic and nonacademic schedules to include Saturdays and Sundays as the requirements may dictate; and in case of an emergency, the hours worked per week may be operated so that the regular work week may be less than 40 hours.

B. The normal work week for full-time permanent budget-line bus drivers is 40 hours, scheduled consistent with the needs of the University seven days a week. The workday shall include a thirty-minute paid lunch in place of two fifteen-minute breaks given other bargaining unit employees. If lunch relief is not available, the full-time permanent budget-line bus driver shall receive an additional thirty minutes of pay at the rate of time and one-half. If lunch relief is not available, the bus driver shall receive an additional thirty minutes of pay at the rate of time and one-half for drivers working shifts of at least 8 hours.

13.2 Rest Periods:

With the exception of the bus drivers, two (2) fifteen (15)-minute breaks shall be allowed during each working day. Rest periods should be taken at a time and in a manner that does not interfere with the efficiency of the work unit, normally mid-morning and mid-afternoon (excluding emergencies). Employees who work overtime in excess of three (3) hours will be provided with an additional fifteen (15)-minute break.

13.3 Shift Hours:

The first shift is any shift that regularly starts on or after 5 a.m. but before 1 p.m. The second shift is any shift that regularly starts on or after 1 p.m. but before 9 p.m. The third shift is any shift that regularly starts on or after 9 p.m. but before 5 a.m.

13.4 Shift Premium:

Employees who work on the second and third shifts shall receive, for all hours worked, in addition to their regular pay, an amount equal to 10% of the employee's hourly rate and an amount equal to 15% of the employee's hourly rate, respectively. Employees who are regularly scheduled to work on the weekend shall receive 5% of the employee's hourly rate differential for all regular weekend hours worked in addition to their regular pay.

13.5 Overtime Compensation and Distribution:

A. One and one-half times the regular hourly rate shall be paid for all hours worked in excess of eight hours in any continuous 24-hour period, or in excess of 40 hours per week. Exceptions shall be swing shifts for the purpose of rotating shift-time assignments in units required to provide 24- hour, seven-day-a-week service. In no event shall payment of daily, weekly or holiday overtime rates be required for the same hours of work, nor shall any overtime or additional compensation other than shift premiums provided in this Agreement, be taken into consideration for computing rates of pay. Paid vacation days, paid holidays, paid sick leave days, and workdays lost because of compensable on-the-job injuries, shall be counted as routine 8-hour workdays for purposes of computing overtime.

B. With the exception of the Custodial Division, equalization of overtime at the end of the year shall not be required. Within the Custodial Division overtime shall be distributed among bargaining unit employees within their division (Academic or Residence) as nearly equal as possible. Failing the necessary number of qualified employees to fulfill the overtime requirement, the University shall distribute overtime among Custodial Division bargaining unit employees within the division as nearly equal as possible. All bargaining unit employees, without exception, will be expected to work such overtime as may be authorized by the University unless they have a reasonable excuse. For the convenience of the employee, the University shall make every effort to give advance notice of overtime requirements in the following manner:

- In the case of an extension of the regular shift beyond eight (8) hours, four (4) hours' notice will be given.

- In the case of a full eight-hour (8) shift or less on a regularly scheduled day off, forty-eight (48) hours' notice will be given.

Employees, who work overtime where the University was unable to offer such advance notice, will not be charged for the hours of overtime they worked.

Employees not desiring overtime, in instances where the University was unable to offer such advance notice, will not be charged for the hours of overtime they could have worked. Failing the necessary number of qualified employees to fulfill the overtime requirement, the University will detail overtime assignments to the least senior employee who must work the overtime. As need for overtime recurs, assignments will be distributed in order of ascending seniority in the classification required on a rotating basis.

C. Department supervisors shall maintain overtime records to ensure proper distribution. Whenever the difference in overtime hours credited to employees within a classification and department equals or exceeds 30 hours, available overtime will be granted to those employees credited with the lesser number of hours until such time as this difference is reduced to below 20 hours, provided such employees possess the requisite skills. The University will make every effort to correct overtime distribution inequities during the last quarter of each fiscal year provided the requirement for overtime exists. Overtime records will be maintained on a fiscal year basis.

D. Whenever an employee is hired, recalled, or permanently transferred into a job classification, they will be credited with the average amount of overtime of the employees in the new classification and department.

E. Overtime not worked because the employee was not available will be charged to such employees on the basis of the average number of overtime hours of those employees working such overtime period. Unscheduled call-in time is exempt from this section.

F. Compensatory time off may be requested by the employee subject to the approval of the supervisor. Compensatory time

not used within sixty days of the date it is earned shall be paid. The supervisor reserves the right to pay overtime rather than grant compensatory time off. The terms of this provision are not grievable.

G. Facilities Custodial & University Services' two Divisions (Custodial Services, Academic and Residential) will send a letter during the month of June each year, to employees who are classified as Custodial Technician and Custodial/Special Projects, Custodial/Set-Up Technician asking them within the respective Custodial Division, if they would like their name removed from the scheduled overtime list. Each employee's signature will be required. This list shall not exempt the employer from calling in employees to work in upgraded positions. This section does not apply to lay-offs. Custodial/ Set-up Technicians and Custodial Special Projects shall receive all overtime provisions of this contract in the Academic Division of Facilities, Custodial & University Services.

   If an employee chooses to have their name removed from the scheduled overtime list, the individual shall be informed that they can be placed back on the scheduled overtime distribution list at any time by submitting a written request to their supervisor.

   The employee's name will be placed back on the scheduled overtime distribution list and credited with the average amount of overtime hours by the number of employees within the respective classification and Custodial Division.

   Failing the necessary number of custodial employees to fulfill overtime requirements, overtime assignments will be detailed and distributed to all Custodial Employees within the designated Custodial Division.

   Should there be an event that requires all Custodial employees to work overtime assignments, those assignments shall be detailed and distributed to all Custodial employees within the entire organization of Facilities Custodial & University

   Services as outlined in Article 13.5.B.

H. The Overtime procedure for Facilities Landscape Services Division shall be administered as follows:

   • A seniority list will be maintained and posted consisting

of AFSCME Local 3472 and AFSCME Local 439 (combined list) by each employee's University of Delaware date of hire.

- All new employees who are transferred and/or hired within Facilities Landscape Services Division will automatically have their name added to the seniority list.
- Voluntary Overtime shall be administered in descending order of the seniority list.
- Mandatory overtime shall be administered in ascending order of seniority.

13.6 Call-In Pay:

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

13.7 Reporting Pay:

An employee who reports for scheduled work and no work is available or does not equal 3 hours of work will receive three (3) hours' pay at his/her regular straight time rate.

13.8 Flexible Work Schedule:

An employee may request to work a flexible work week schedule subject to management's approval. The flexible work schedule shall be considered by management based upon operational and staffing needs. The request must occur within the same work week. An employee working more than 8 hours in a 24-hour period will not be subject to the overtime provision outlined in section 13.5 of the CBA. Flexible work schedule requests are not grievable.

ARTICLE XIV
HOLIDAYS

14.1 All full-time employees shall be entitled to holidays in accordance with the University's Holidays Policy (4-47), as may be amended. https://sites.udel.edu/policies/policies/holidays/

14.2 Employees must be on a paid status for 8.0 hours on a scheduled workday immediately preceding and following the holiday to be eligible for holiday pay.

Employees required to work on a holiday will be paid for that time at time and one-half their regular rate in addition to the holiday pay or be given compensatory time off at time and one-half within the pay period following the holiday, such compensatory time off date to be mutually agreed upon by the employee and supervisor.

14.3 If a holiday falls outside the employee's scheduled work week, then such employee shall receive straight time pay for the number of hours in their regularly scheduled working day as compensation for such paid holiday. Employees who work on a University holiday that falls on their regularly scheduled workday will be paid at the holiday rate plus time and a half. Employees who work on a University holiday, that does not fall on their regularly scheduled workday, will be paid time and a half. Upon mutual agreement, between the University and the Union, employees who are required to work on a University holiday may flex their schedule to ensure that they receive the same number of holidays as other University employees.

ARTICLE XV
VACATION

15.1 Employees covered by the **terms** of this Collective Bargaining Agreement and meeting the eligibility requirement criteria shall be granted paid vacation when mutually agreed upon by the employee and the supervisors as specified below. Personnel on leave of absence (layoff) as of July 1 shall be credited with such additional vacation days, as individually eligible under this vacation schedule, upon return to employment following recall.

EARNED VACATION SCHEDULE

LENGTH OF SERVICE	VACATION
Less than 1 full year	1 day per month of service to a maximum of 10 days
At expiration of 1 full year	2 weeks plus 3 days At
expiration of 3 full years	3 weeks
At expiration of 5 full years	3 weeks plus 3 days
At expiration of 6 full years	3 weeks plus 4 days
At expiration of 9 full years	4 weeks plus 1 day
At expiration of 10 full years	4 weeks plus 2 days

Requests for vacation must be submitted at least two (2) weeks in advance of the vacation time requested. Vacation requests will be granted or denied in writing within five (5) working days. Vacation requests will be granted, if at all possible, in accordance with operational and staffing needs. Requests for emergency vacation submitted after the required two (2) week period may be granted in accordance with operational and staffing needs. Employees will be notified immediately of their status when call-off is requested or within thirty minutes after the department receives the call. However, requests for a single vacation day will be granted, in accordance with operational and staffing needs, if submitted two (2) workdays in advance. Where two or more employees file vacation requests on the same day for the same or overlapping time periods, seniority shall be the determining factor.

15.2 Eligible employees desiring earned vacation pay, when their scheduled vacation includes a regular pay day, may apply through their department. Such requests, in order to be considered, must be submitted in writing no later than fifteen (15) calendar days prior to the date of vacation and must be for periods of vacation time of no less than forty (40) hours. All such requests are subject to approval of the director concerned.

15.3 For purposes of computing vacation allowances:

A. No deduction is made for time lost because of normal shutdown at Thanksgiving, Christmas, end of fall semester, and spring recess.

B. A month is counted for vacation credit only if the employee is on a paid status for at least one- half (1/2) the normal scheduled workdays of that month.

C. Vacation time is earned only while the employee is actively working in a regular approved budget line-item position. Employees will be provided, upon request, information

regarding the number of vacation days, which they have accrued or earned.

D. University personnel where employment is interrupted by layoff, receive vacation credit for the month in which recalled if they begin work on their units first scheduled working day. To receive credit for the month in which laid off, they must work through their units last scheduled working day.

15.4 Employees who resign after three (3) full calendar months or more of continuous service receive vacation pay. In order to receive unused earned vacation, an employee must give two weeks' notice prior to termination or five (5) days' notice and reasonable cause. Employees terminated for cause will receive unused earned vacation. In the event of an employee's death, payment for unused earned and accrued vacation will be included in the final paycheck.

15.5 Vacation may be used as it is earned and cannot be advanced. At any given time, employees may not accumulate vacation days beyond the maximum allowable days as indicated in the following schedule:

Maximum Allowable Vacation Accumulation Bank

Hire date to completion of 3 full years	25 days
After completion of 3 full years	34 days
After completion of 7 full years	37 days
After completion of 10 full years	40 days

An eligible employee who does not use any sick leave for 12 consecutive months will be credited with one additional day of vacation

15.6 The fiscal year of the University of Delaware shall be July 1 through June 30 of the next year.

ARTICLE XVI
HEALTH AND WELFARE

The University maintains a flexible benefits program for all eligible employees, including members of this bargaining unit. This program offers opportunities for selecting medical, dental, vision, life and disability insurances. The University provides a contribution to assist in paying for the benefits selected. If the total costs exceed the employee contribution, employees shall pay the difference with pre-tax dollars. There are also tax saving opportunities through flexible spending accounts for employees who have medical or dependent day care expenses. The benefits enrollment period shall occur once each year in May. The benefits plan year begins on July l and ends on June 30 of each year. The University provides medical insurance plans to its employees, including prescription and catastrophic coverage.

Employees desiring to participate in these plan options must enroll within the first thirty (30) days of their eligibility date. A new employee who does not make a medical benefit election within the first thirty (30) days of eligibility will be defaulted to the core plan offered by the University.

16.1 Group Life Insurance:

The University shall provide Flex credit for each full-time employee to select one option from the group life insurance choices offered through the flexible benefits program. Employees who do not make a selection will receive coverage as follows:

A. Life insurance will be defaulted to two (2) times salary if no election is made.

16.2 Total Disability Insurance:

The University shall provide Flex credit for each full-time employee to select one option from the disability insurance choices offered through the flexible benefits program. This insurance will supplement disability benefits provided under the State of Delaware Pension plan. Worker's Compensation and the federal Social Security programs, as appropriate. It will pay the difference between the total monthly benefits from any state and federal programs and the percentage of salary selected by the employee.

16.3 Group Health Insurance Program (GHIP):

The University's contribution towards medical plan premiums may vary by plan and coverage tier. However, when averaged across all medical plans and coverage tiers, the University's contributions shall not fall below eighty five percent (85%) of the total premium cost.

16.4 Dental Plan:

The University shall provide Flex credit for full-time employees to select all plan coverage levels through the flexible benefits program. Employees may also choose to waive this coverage and receive a monetary amount which they may use to either increase their flex benefits or their taxable income. Dental maximums provided under the current family dental program are $1,750 per year.

16.5 Vision Program:

The University provides pre-tax Flex Credit to cover the premium

for full-time employees; benefits for dependents are voluntary at an additional cost.

16.6 Plan Administration

The University may change carriers, sponsors and/or vendors and may offer new and different medical, vision and dental plans and cost sharing agreements for these plans. Any plans or flex credit offered to employees covered by this Agreement will be equal to those offered to non-represented employees.

The University shall maintain a Benefits Advisory Committee (BAC) for the purpose of reviewing and providing feedback on proposed material changes to Covered benefits. The BAC is advisory in nature and does not replace or diminish fiduciary authority. The BAC shall include representatives designated by the University; and one representative designated by AFSCME 439 who shall be a bargaining unit member, unless mutually agreed otherwise.

16.7 Education Benefits:

The University shall provide a tuition remission program for eligible spouses and dependents of bargaining unit members. Employees may apply for two (2) tuition remissions during either the fall or spring semester for either their dependent children or a spouse and dependent child. Recipients of this program may take seventeen (17) plus credits during each regular semester at no charge if enrolled as full-time matriculated undergraduate students. This benefit will be implemented in accordance with applicable University policy.

The University shall provide two (2) course fee waiver benefits per semester up to a maximum of six (6) course fee waivers per calendar year. A bargaining unit member, the spouse or dependent child may enroll without payment of course tuition during each semester or session up to the maximum of six (6) course fee waivers per year. Enrollment in academic credit courses related to study trips or enrollment in non-credit courses will be permitted through this benefit only if such enrollment does not displace a paying student from the class or add appreciable costs to the University. This benefit will be implemented in accordance with applicable University policy.

Spouses of employees who have not remarried and/or their natural

or adopted children will be eligible for tuition remission at the University of Delaware, even if they have not matriculated at the time the employee retirees, becomes totally disabled or dies.

16.8 A full-time employee is defined as an employee working thirty (30) or more hours per week on a regularly scheduled basis in a position contained as a permanent line item in the University budget.

16.9 Personnel who may be laid off due to lack of work and who otherwise qualify for University payment of their benefits shall continue to receive University payment in support of these benefits for a period of three (3) months following date of layoff. University support shall conform to the requirements of the flexible benefits program and the conditions set by the various insurance companies.

16.10 Personnel who may otherwise request leaves of absence without pay must continue coverage at their own expense even though the University paid for their benefits while actively employed. All requests to continue insurance will be subject to the legal and contractual provisions of the programs.

16.11 University benefits provided herein will be discontinued in accordance with the Consolidated Omnibus Budget Reconciliation Act when an employee covered by this Agreement quits, retires, is discharged or suffers loss of seniority under the conditions of Article VI, Section 6.3, Termination of Seniority.

Seventy-five (75) "wellness dollars" will be provided for each employee yearly to defray costs of University approved on-campus wellness programs in accordance with guidelines.

16.12 It is specifically agreed that the establishment, administration, interpretation, or application of insurance and pension plans in which employees covered by this Agreement are eligible to participate are not subject to arbitration.

16.13 The University Benefits Office will conduct benefits enrollment sessions for AFSCME employees for the purpose of providing information on the University Benefits Program. Special attention will be focused on explaining the various health insurance programs available to AFSCME employees. The meetings will also provide opportunities for questions. These sessions will be conducted at least once each year.

ARTICLE XVII
NEW JOBS

17.1 It is agreed that the introduction of new equipment and processes may call for the elimination, change, or consolidation of job classifications and the creation of new classifications.

17.2 If, in the opinion of the University, new jobs must be created or existing jobs changed or eliminated, it shall have the right to make such changes, establishing new or changed jobs and rates, therefore. Discussions will be held with the Union at least fourteen (14) calendar days prior to the implementation of such changes.

ARTICLE XVIII
LEGAL CONFLICTS

18.1 Should any applicable federal or state law or any applicable court or administrative order or ruling conflict with any provision of this Agreement, the provision so affected shall be made to conform to the law, order, or ruling, and otherwise the Agreement shall continue in full force and effect.

ARTICLE XIX
NO STRIKES OR LOCKOUTS

19.1 During the life of this Agreement there shall be no strikes, walkouts, stoppages of work, sit downs, boycotts, or any other direct or indirect interference with the University's operations. The University agrees that there shall be no lockout during the life of this Agreement.

ARTICLE XX
SAFETY

20.1 The University agrees to make reasonable provisions for the safety and health of the employees during the hours of their employment. Any complaints that arise as to safety or health may be taken up under the grievance procedure.

The University and the Union shall cooperate in the enforcement of safety regulations. Concerns regarding unsafe or unhealthy conditions in the workplace will be discussed at labor-management meetings. Safety committees will be established in accordance with the University Safety Policy.

20.2 The University will, at its expense, provide protective devices

and safety equipment, which in the opinion of the University are necessary to protect employees. The University will pay an

amount up to a maximum of $150 toward the purchase of two pairs of approved safety shoes and insoles for employees in the Facilities Services & Campus Planning Organization, and Bus Drivers and Casual Wage Bus Drivers. The University will pay $250 for Landscape Services employees, Movers, Drivers, Driver/Movers, Shipping/ Receiving Clerks only. This amount will be available each fiscal year. Approved footwear must comply with ANSI standards as they apply to the employee's occupation. All such purchases must occur simultaneously, once a year. Employees who purchase safety shoes under this provision must make all of their purchases, up to the maximum, at the same time.

20.3 A committee composed of no more than four (4) members designated by both the Union and the University, respectively, shall meet to develop a drug and alcohol testing policy that includes testing procedures and disciplinary guidelines for violations of the policy. The policy shall be implemented January 1, 2021, unless mutually agreed to by both parties.

With regard to employees covered by this Agreement, the University may require employees to submit to testing following a workplace accident/incident in accordance with the procedures and guidelines outlined in the agreed-upon policy.

ARTICLE XXI
NON-DISCRIMINATION

21.1 The University and the **Union** agree that neither race, color, religion, sex, national or ethnic origin, age, handicapped, sexual orientation, or veteran status shall be used for discrimination in any of the employment practices and the administration of policies and practices affecting employees.

ARTICLE XXII
MILITARY SERVICE

22.1 The University shall **provide** for the reemployment of returning veterans in accordance with the provisions of the applicable federal and state laws and the terms of this Agreement.

22.2 The seniority established by those employees entering military

service will be protected and for seniority purposes they will be given credit for military service.

22.3 An employee who is required to take time off from work for examination for induction into the Armed Services will be paid for that day or portion thereof not worked, payment to be made to the employee's regular straight time rate up to a maximum of eight (8) hours. A night shift employee who as a result of having to undergo such induction examination is not reasonable able to work his regularly scheduled shift hours shall be compensated similarly.

22.4

A. Employees who are affiliated with National Guard units and who may be called for active duty by official state or federal declaration, under emergency conditions, will continue to receive their regular salary or wages for a period up to five (5) working days of service, with the provision that they remit to the University their military pay for those days which would have been their normal workdays at the University. In those instances where an employee's military pay exceeds their University pay, only the amount equivalent to the University pay for the days involved is to be reimbursed to the University. For periods of emergency military service in excess of five (5) days, a separate decision will be rendered for each individual concerned.

B. Employees with ninety (90) or more days of University service, who are members of the National Guard or Military Reserve units and required to attend annual reserve training periods or encampment programs shall receive make-up pay for a period not to exceed fourteen (14) consecutive calendar days in anyone (1) calendar year. The make-up pay shall be the difference between government pay and the straight time base hourly rate of the employee multiplied by eight (8) hours for each day of their normal work schedule. An employee must file a copy of their orders with the Office of Labor Relations and will be placed on military leave of absence without pay.

In order to receive make-up pay under this provision, each employee shall be responsible for furnishing proof of attendance, and a statement of government pay received.

ARTICLE XXIII
GENERAL

23.1 It is not expected that supervisors or managers would normally engage in production or maintenance work. However, they may perform any required duties and functions in emergencies and for short durations of time when their service is essential. It is agreed that existing practices in this regard are satisfactory and are within the meaning of this article. Additionally, they may engage in work for instructional purposes.

Any employee may be utilized as required under emergency operation to perform work to lessen or remove the emergency existing.

23.2 Employment of Casual Labor:

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

23.3 Meal Provisions:

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

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

B. Where employees are required to work unscheduled overtime in excess of three (3) hours - unscheduled overtime being defined as when notice is not given prior to the close of the previous days' shift.

C. Additionally, overtime schedules may be programmed to permit employees to return home during the meal periods as a matter of convenience to the employee, upon mutual agreement.

23.4 Physical Examination:

Employees in hazardous occupations or any other employees upon reasonable cause are expected to take such examination as may be required by the University. The cost of such examination shall be borne by the University.

23.5 Bulletin Boards:

The University agrees to provide space on selected bulletin boards where Union notices may be posted. Such notices must relate to Union meetings, elections, or social affairs. Such notices will be submitted by the President of the Local Union to the Office of Labor Relations before posting.

23.6 Employees shall provide their respective department personnel office with their current mailing address and telephone number upon date of hire. Employees shall update any address or telephone number changes as they occur.

23.7 The University shall pay the cost of all licensing and renewal fees, training and/or certificates for all bargaining unit employees required by the job description. Employees who fail to bring appropriate documentation and/or fail to show up at the designated location are responsible for paying the cost of the service.

ARTICLE XXIV
CLASSIFICATIONS AND HOURLY WAGE SCALES

24.1 The hourly wage scales for each classification covered under the bargaining unit are established and made part of this Agreement and are shown in Appendices A, B, and C to be effective as indicated.

24.2 Group Leader Compensation:

A. Group Leader positions as they become available shall be posted within the assigned work area concerned, with the exception of Custodians which shall be posted within the Division (Academic or Residence/Conferences). Bidding shall be restricted to employees in the same classification. Procedures and criteria to be followed will be in accordance with Article IX - Promotion and Bidding. Newly appointed Group Leaders are considered as probationary for the first sixty (60) days of service in that capacity.

B. When an employee is appointed to Group Leader, such employee shall receive the average hourly rate of the group being led, and a premium of 10% of the job rate for his classification, or the Group Leader's current job rate and a premium of 10% of the job rate for his classification, whichever is greater.

C. In instances where Group leaders are removed from Group

Leaderships for cause or management convenience, such Group Leaders shall have their pay rate adjusted to the hourly rate of pay earned prior to Group Leader appointment, plus negotiated increases.

D. During special events or other requirements, a Group Leader may be selected from the employees working the event. To qualify for a Group Leader, the event must be staffed by at least 3 bargaining unit employees, or at least 5 students, or 2 bargaining unit employees and at least 3 students. Employees appointed to temporary Group Leaderships of students, or in instances of special events or requirements, will receive an additional 10% of the job rate for the classification concerned for the period of such temporary group leadership only, and thereafter their rate of pay shall be adjusted to delete the Group Leader premium.

24.3 A Custodial Technician assigned to "linen clerk duties" shall receive an additional $2.30 of pay for each hour worked while working in this assignment.

ARTICLE XXV
FINANCIAL SUPPORT

25.1 It is recognized that financial support of personnel benefits, hourly wage rates, and other economic factors are contingent upon the receipt of operating funds from the State of Delaware. In the event that the University total budget support requested from the State of Delaware is not granted, then the University reserves the right to reexamine and alter the economic benefits previously established in consultation with the Union.

ARTICLE XXVI
TERM OF AGREEMENT

26.1 This Agreement shall go into **effect** as of July 1,2026 and shall continue in effect through June 30, 2030, and from year to year thereafter unless at least sixty (60) calendar days prior to the expiration of this Agreement, or any anniversary date, thereafter, notice in writing shall be given by either party to the other of the desire to amend, alter, abrogate or negotiate a new Agreement.

By mutual consent of both parties a memorandum of understanding may be entered into modifying or extending the term of this Agreement which, when signed and ratified, shall constitute an extension of the term of this Agreement.

For the University of Delaware:

Date: _____

_____
Melissa Bard
Vice President & Chief Human Resources Officer

_____
Thomas Flood, Associate Vice President
Facilities Ops

For AFSCME, Local 439:

Date: _____

_____
Michael A. Begatto
Executive Director, Council 81

_____
Christopher K. Ware, Staff Representative
Council 81

_____
Josh Smith, President, Local 439

_____
Diane Muckle, Vice President, Local 439

APPENDIX A
WAGE SCALES

Classification	7/1/2026 Hourly Pay Rate	7/1/2027 Hourly Pay Rate	7/1 2028 Hourly Pay Rate	7/1/2029 Hourly Pay Rate
Driver/Mover				
Hired on or after 1/1/2020	$24.07	$24.79	$25.53	$26.49
Hired prior to 1/1/2020	$30.53	$31.45	$32.39	$33.60
Caretaker				
Hired on or after 1/1/2020	$26.16	$26.94	$27.75	$28.79
Hired prior to 1/1/2020	$31.58	$32.53	$33.51	$34.77
Refuse Equipment Operator				
Hired on or after 1/1/2020	$26.16	$26.94	$27.75	$28.79
Hired prior to 1/1/2020	$31.58	$32.53	$33.51	$34.77
Shipping/Receiving Clerk				
Hired on or after 1/1/2020	$25.05	$25.80	$26.57	$27.57
Hired prior to 1/1/2020	$30.47	$31.38	$32.32	$33.53
Custodial/Special Projects				
Hired on or after 1/1/2020	$22.24	$22.91	$23.60	$24.49
Hired prior to 1/1/2020	$26.30	$27.09	$27.90	$28.95
Driver				
Hired on or after 1/1/2020	$20.67	$21.29	$21.93	$22.75
Hired prior to 1/1/2020	$26.97	$27.78	$28.61	$29.68
Bus Drivers, Full-time				
Hired on or after 1/1/2017	$28.84	$29.71	$30.60	$31.75
Hired prior to 1/1/2017	$28.84	$29.71	$30.60	$31.75
Bus Drivers, Casual Wage				
Hired on or after1/1/2017	$28.84	$29.71	$30.60	$31.75
Hired prior to 1/1/2017	$28.84	$29.71	$30.60	$31.75
Refuse Collector				
Hired on or after 1/1/2020	$21.82	$22.47	$23.14	$24.01
Hired prior to 1/1/2020	$26.51	$27.31	$28.13	$29.18
Groundskeeper				
Hired on or after 1/1/2020	$21.23	$21.87	$22.53	$23.37
Hired prior to1/1/2020	$25.56	$26.33	$27.12	$28.14
Mover				
Hired on or after 1/1/2020	$22.41	$23.08	$23.77	$24.66
Hired prior to 1/1/2020	$25.56	$26.33	$27.12	$28.14
Custodial/Set-up Technician	$21.39	$22.03	$22.69	$23.54

APPENDIX A
WAGE SCALES (cont'd)

Classification	7/1/2026 Hourly Pay Rate	7/1/2027 Hourly Pay Rate	7/1 2028 Hourly Pay Rate	7/1/2029 Hourly Pay Rate
Custodial Technician				
1 Year in Custodial Position	$17.14	$17.65	$18.18	$18.87
2 Years in Custodial Position	$17.74	$18.27	$18.82	$19.53
4 Years in Custodial Position	$18.09	$18.63	$19.19	$19.91
6 Years in Custodial Position	$18.50	$19.06	$19.63	$20.36
8 Years in Custodial Position	$19.25	$19.83	$20.42	$21.19
10 Years in Custodial Position	$20.25	$20.26	$21.48	$22.29
12 Years in Custodial Position	$21.15	$21.78	$22.44	$23.28
14 Years in Custodial Position	$22.00	$22.66	$23.34	$24.22
16 Years in Custodial Position	$22.75	$23.43	$24.14	$25.04
18 Years in Custodial Position	$23.00	$23.69	$24.40	$25.32
20 Years in Custodial Position	$23.25	$23.95	$24.67	$25.59
22 Years in Custodial Position	$23.25	$23.95	$24.67	$25.59
24 Years in Custodial Position	$23.50	$24.21	$24.93	$25.87
26 Years in Custodial Position	$23.92	$24.64	$25.38	$26.33
28 Years in Custodial Position	$24.36	$25.09	$25.84	$26.81
30 Years in Custodial Position	$24.82	$25.56	$26.33	$27.32

*Wage scale represents a one-time "reset" of the wage scale for the Custodial Technicians effective 7/1/2026.

This scale is not "a ladder" in which employees can ascend during the terms of the cba.

APPENDIX B
OCCUPATIONAL GROUPINGS

GROUP A
Caretaker
Refuse Equipment Operator Refuse Collector
Mover
Custodial Technician

GROUP B
Custodial Technician

GROUP C
Shipping/Receiving Clerk
Custodial Technician

GROUP D
Driver/Mover
Driver/Mover
Mover
Groundskeeper

GROUP E
Custodial/Special Projects
Custodial Set-Up Technician
Custodial Technician

GROUP E
Custodial/Special Projects
Custodial/Set-up Technician
Custodial Technician

APPENDIX C
UNRELATED JOB CLASSIFICATION

Bus Driver
Casual Wage Bus Driver

Existing AFSCME 439 members are not impacted by the hourly rate change should they bid on bus driver vacancies.

Casual Wage Bus Drivers receive no benefits and no paid vacation or sick leave or holiday pay. Casual Wage Bus Drivers may bid on Bus Driver positions after 90 calendar days of employment regardless of the number of hours worked or in cases where no other internal candidates apply. Management may in its discretion, solicit bids from employees with 45 calendar days of employment. They are eligible to bid on other 439 positions after they have completed 450 hours of work.