

Collective Bargaining Agreement

between

University of Delaware

and

American Federation of State,

County and Municipal Employees, AFL-CIO

and its

Local No. 3472

Effective July 1, 2026 - June 30, 2030

AGREEMENT

Entered into this 1st day of July 1, 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 3472 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 on context.

TABLE OF CONTENTS

ARTICLE I	Purpose	1
ARTICLE II	Recognition.....	1
ARTICLE III	Union Security and Check-Off.....	4
ARTICLE IV	Representation	5
ARTICLE V	Grievance Procedure and Arbitration	7
ARTICLE VI	Seniority	10
ARTICLE VII	Layoff and Recall	11
ARTICLE VIII	Transfer and Reassignment.....	13
ARTICLE IX	Promotion and Bidding.....	16
ARTICLE X	Training	17
ARTICLE XI	Discharge or Discipline	18
ARTICLE XII	Leaves of Absence	19
ARTICLE XIII	Hours of Work and Overtime.....	24
ARTICLE XIV	Holidays.....	29
ARTICLE XV	Vacation.....	30
ARTICLE XVI	Health and Welfare.....	32
ARTICLE XVII	New Jobs	36
ARTICLE XVIII	Legal Conflicts	36
ARTICLE XIX	No Strikes or Lockouts	36

ARTICLE XX	Safety	37
ARTICLE XXI	Non-discrimination.....	37
ARTICLE XXII	Military Service.....	38
ARTICLE XXIII	General	39
ARTICLE XXIV	Classifications and Hourly Wage Scales.....	41
ARTICLE XXV	Financial Support	42
ARTICLE XXVI	Term of Agreement	43
APPENDIX A	Wage Scale.....	44
APPENDIX B	Occupational Categories	46
APPENDIX C	Electronic Shop Only - Away Football Game Agreement	48
APPENDIX D	Drug/Alcohol Testing Policy	49

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 insure 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. 3472 as the exclusive representative of employees in the bargaining unit as defined in 2.2 below in the Facilities Departments 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: Access Control Technician, Access Control Technical Team Leader, Arborist, Arborist Helper, Boiler Mechanic, Boiler Mechanic Technical Team Leader, Building Systems Technical Team Leader, Cabinetmaker, Carpenter, Certified HVAC Technician, Certified Plumber, Custom Upholsterer, Electrician, Filter Changer, Fire Alarm & Electronics Repairer, Fire Door Inspector, Fire Suppression Technician, Grounds Equipment Mechanic, Grounds Technician, Heavy Refrigeration Mechanic, HVAC Technical Team Leader, Certified Refrigeration Technician, Instrument Controls Mechanic, Insulation Technician, Locksmith, Maintenance Mechanic A, Maintenance Mechanic B, Operations Mechanic, Painter, Pest Control Assistant, Pest Control Specialist, Plasterer/Mason, Plumber, Roofer, Structural Tech Team Leader, Electrician Technical Team Leader, Electronics Repairer Technical Team Leader, Heavy Refrigeration Mechanic Technical Team Leader, Senior Insulation Technician, Locksmith Technical Team Leader, Painter Technical Team Leader, Plumber Technical Team Leader, Roofer Technical Team Leader, Senior Vehicle

Technician, Sports Turf Technician, Sports Turf Technician Assistant, Utility Mechanic/Dining, Utility Operator/Mechanic, Utility Plant Systems Instrument Control Technician, Utility Plant Systems Technical Team Leader, Network Technician, Senior Network Technician, Vehicle Technician, Vehicle Technician Helper, Welder/ Boiler Mechanic. Skilled Trades Helper – Carpenter, Skilled Trades Helper – Electrical, Skilled Trades Helper – Electronics Repairer, Skilled Trades Helper – HVAC, Skilled Trades Helper – Locksmith, Skilled Trades Helper – Plumber, Skilled Trades Helper – Boiler: 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 security guards; (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:

- A. 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.
- 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 people 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.

- 2.4 The Union and Management agree that neither party will harass, intimidate, or coerce any employee in respect to their right to work or in respect to Union activity.

- 2.5 The University and the Union recognize that in order to retain and promote an efficient and effective operation the parties will strive to form and maintain a partnering relationship.

ARTICLE III

UNION SECURITY AND CHECK-OFF

3.1 Union Security:

After ninety (90) calendar days from date of hire, all new employees covered by this agreement may elect to become members of the union.

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 Begatto, International Representative, 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:
- One steward – Landscape Services
 - One steward – Night Shift
 - Two stewards – Facilities
- 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 name has 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 Labor Relations at the time of their taking office. The Office of Labor 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) person- days of paid leave per year for accredited delegates to attend union conventions (AFSCME International Convention, Council 81 Convention, Delaware State Labor Council Convention). Unused days in each year of this contract may be carried over to be used during the term of the 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 grievances. All such representatives shall first report to the Office of Labor 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 Labor 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 Labor Relations 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.

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

5.2 Consultation

Any employee covered by this Agreement may consult with his or her shop steward during working hours relative to a potential grievance. Upon the request of the employee or shop steward, the employee's immediate supervisor shall arrange a meeting between the employee and shop steward as soon as possible.

- 5.3 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. Step 1

Any employee covered by this Agreement shall submit a grievance to their immediate supervisor within ten (10) 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 1 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 1 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 (10) 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 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 certified mail or 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 Grievant Participation

Grievant Participation throughout the grievance process is encouraged and desired. Where the matter being grieved involves discipline, the grievant employee shall be required to attend all of the related grievance step meetings 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 any step grievance meeting may result in dismissal of the grievance.

ARTICLE VI SENIORITY

- 6.1 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 principal of seniority is recognized as indicated by specific provisions of the contract.
- 6.2 New employees hired by the University shall be in a probationary period for the first ninety (90) working days of their employment. The ninety (90) working days probationary period for new employees may be extended to the first one hundred twenty (120) working days of employment by mutual agreement between the University and the Union. During the probationary period, the University may discharge such employees 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.
- 6.3 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. After having been on layoff for a period longer than twelve (12) months.
 - D. Failure to contact the University in accordance with the recall provisions of 7.3 of this agreement.
 - E. Failure to return to work on date specified in the special delivery or certified letter in reference to a notice of recall.
 - F. 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.
- G. Failure to return to work at the expiration of a leave of absence, vacation or other authorized absence.

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 Appendix B 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 Appendix B 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. Limited Term employees shall be given 5 working 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 and 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

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 notification 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:

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 120 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.

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 his/ her 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, they will be credited with and permitted to exercise the 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. Employees with two (2) or more years of continuous service who desire to be reassigned may make such request in writing to the department director or designee. Requests shall be acted upon, as positions become available. Employees are limited to one (1) successful reassignment request in any twelve (12) month period. Awarding of the reassignment request shall be based upon seniority.

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 ninety (90) working 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 seniority in such department 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 within that department. 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. For the purposes of the Article, seniority shall be defined as length of department service in the job classification.
- 9.2 Where the University does not fill the position from within the employee's department, then such vacancy will be filled from outside the department after posting on all appropriate bulletin boards for seventy- two (72) hours, Monday through Friday and shall contain the classification, location and assignment. The University retains the right to reassign employees, as needed. 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 comply with the Office of Federal Contract Compliance. To be considered, the bid must be filed within the 72-hour period above.
- 9.4 The award of the position shall be made on the basis of experience, training, ability, and seniority. Where experience, training, and ability are relatively equal, the University will award the position to the senior bidder so qualified. All bidders will receive copies of the specific reasons for their denial of the position. 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. The awarding of the position shall occur in a reasonable amount of time after the position closes.
- 9.5 The employee selected shall have up to sixty (60) working days as a probationary period on the job. The sixty (60) working day probationary period for employees promoted into the trades

designated in Group I, Group II and Group III may be extended to 120 working days by mutual agreement between the University and the Union. 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.

ARTICLE X TRAINING

- 10.1 In order that the University may be assured a force of competent craftsmen to fill the needs for the future and also that employees working in the skilled trades classifications may have an opportunity to acquire additional knowledge and skill, it may be necessary to employ persons in categories of trainees.
- 10.2
 - A. 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.
 - B. The minimum starting rate of pay shall be jointly established by the University and Local 3472.
 - C. Pay increments shall be granted periodically for the length of the training period established, up to the regular entry rate for the classification concerned. The granting of the pay increments shall be contingent upon the satisfactory training achievements as determined by the University.
 - D. The training pay increment shall be computed by dividing the number of six-month periods into the difference between the regular job rate and the 68.5% training entry rate, or the rate

mutually agreed to in 10.2.B. Increments shall be rounded off to the nearest cent.

- 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 met 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 for the skilled trades classifications.
- 10.7 The University and the Union agree to cooperate in utilizing outside funding sources for the purpose of establishing traineeships for minority applicants in this bargaining unit. Any such program shall not adversely impact employment or promotional opportunities of employees in the bargaining unit.
- 10.8 The University and the Union agree to cooperate in utilizing outside funding sources for the purpose of establishing apprenticeships in this bargaining unit.
- 10.9 The University will make every effort to provide training to employees on all equipment that they use and maintain.

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 his/ her 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 Labor 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 Except as noted below, disciplinary actions shall be removed from the file after two years if there has been no discipline of any kind during that period. Types of discipline that should remain part of an employee's permanent personnel file are written disciplines for discrimination or sexual harassment.
- 11.6 Disciplinary action shall be imposed within ten (10) working days after the University's discovery of the event given rise to the action and the completion of the internal investigation, unless the delay results in circumstances beyond the University's control, including, but not limited to, employee/witness unavailability or a pending criminal or Office of Equity and Inclusion investigation. If an internal investigation cannot be completed within ten (10) working days after discovery of the event, the University shall notify a Union representative and the affected employee of the basis for the delay and the anticipated completion date of the investigation.

ARTICLE XII

LEAVES OF ABSENCE

12.1 Accident Pay

When an employee is absent from work as a result of an injury or sickness compensable under the Worker's Compensation Act may select one of the following two options:

- 1. 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

reimbursement shall not exceed the amount of paid sick leave made to the employee 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.

2. 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. The employee may also elect to use vacation leave to continue to receive his or her full salary. The employee will retain any Worker's Compensation benefits paid by the University's insurance carrier in addition to his or her sick or vacation leave pay. When sick and vacation leave is exhausted, the employee retains the Worker's Compensation benefits he/ she may continue to receive. Employees may buy back sick leave in one-week increments only.

12.2 Paid Family and Medical Leave

All full-time employees shall be entitled to paid family and medical leave in accordance with University policy. See: <https://sites.udel.edu/policies/policies/parental-leave/> Bargaining Unit members will receive the same paid leave benefit provided under the Delaware Family and Medical Leave Act and the Medical Leave /Family Caregiver Act as are available to non-represented employees outside 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, father, mother, sister, brother, son, daughter, stepchildren, step parents, parents-in-law, grandparents and grandchildren, and any individual living in the employee's household). One (1) day only with pay is granted when death occurs for relatives outside the immediate family members for purposes of attending funeral services. Bereavement leave need not be utilized immediately or consecutively, but must be used between the date of death and one day after the date of any memorial service, inclusive. If necessary, extended leave without pay may be granted in accordance with Article XII, Section 12.5 – Other Personal Leave – of this Agreement. 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 workers' compensation leave. It shall exclude vacation leave and regular sick leave.

12.5 Other Personal Leave:

If an employee has exhausted his or her available paid leave, they may request an unpaid leave of absence for urgent and compelling reasons by submitting a personal leave of absence request form to the appropriate supervisor.

12.6 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 monthly at the rate of 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 shall accrue to a maximum of two hundred and forty (240) days in the Normal sick leave account. Employees

will be provided, upon request, information regarding the number of sick leave days which they have accrued.

The employee will use Normal sick leave days, vacation, and if necessary, leave without pay for the initial thirty (30) calendar day qualifying period. Work related injuries and participation in the Employee Assistance and Wellness Program are excluded from the Long-Term Illness account.

The Long-Term Illness account will continue to be administered for those employees employed prior to January 1, 1991. The number of days each employee has in their 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 January 1, 1991, 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 be used by employees who incur catastrophic or major illness causing an absence of more than thirty (30) calendar days duration. The employee will use Normal sick leave days, vacation, and if necessary, leave without pay for the initial thirty (30) calendar day qualifying period. Work related injuries and participation in the Employee Assistance and Wellness Program are excluded from the Long-Term Illness Account. Each employee had added to their Long-Term Illness account the one-quarter (1/4) day per month (3 days per year) they earned until the sixty (60) day maximum cap was reached.

The sixty (60) maximum cap included the thirty (30) day initial seeding by the University and a thirty (30) day earned maximum by the employee. Utilization of the Long Term Illness account begins with the days seeded by the University.

Effective January 1, 2015, 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 twenty (120) days.

- C. Employees who retire on or after January 1, 1992 under the Pension Plan may opt to receive \$25.00 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. Employee 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, dependent minor child(ren) and/or parent(s).

12.7 Non-occupational Personal Injury or Illness on the Job:

An employee taken ill during working hours and sent home by the Student Health Services physician or by their supervisor shall be paid provided such time is charged to the employee's accumulated sick leave.

12.8 Leave of Absence Without Pay:

An employee, after completing one year of seniority, will receive upon request a leave of absence without pay for up to one year for non-work related injury or extended illness. This one-year period includes the use of the employee's paid sick leave and earned vacation.

**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 regularly scheduled work week for employees in the Facilities Management Department's Boiler/Chiller Plant who are working a twenty-four (24) hour, seven (7) day a week operation will start at 11:01 p.m. Saturday and end one hundred and sixty-eight (168) hours thereafter.

C. With regard to employees covered by this Agreement, the University may require employees to clock in/out of work after January 1, 2024, unless otherwise mutually agreed to by the parties.

13.2 Rest Periods:

Two 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).

13.3 Shift Hours and Shift Premium:

The first shift is any shift that regularly starts on or after 5:00 a.m. but before 1 p.m. Employees who work on this shift on a regular basis, shall receive their hourly rate of pay. The second shift is any shift that regularly starts on or after 1 p.m. but before 9 p.m. (Effective January 1, 2024) employees who work on the second shift shall receive, for all hours worked, in addition to their regular pay, an amount equal to 10% of the employee's hourly rate per hour during the second shift. The third shift is any shift that regularly starts on or after 9 p.m. but before 5 a.m. Employees who work on the third shift shall receive, for all hours worked, in addition to their regular pay, an amount equal to 15% of the employee's hourly rate per hour during the third shift.

13.4 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, or in excess of 40 hours per week. In the event that the employer changes an employee's regular work shift, one and one-half times the regular hourly rate shall be paid for all hours worked in excess of eight (8) 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. Overtime shall be distributed among bargaining unit employees within their respective job classifications and departments as nearly equal as possible. Employees will be expected to work such overtime as may be authorized by the University unless they have a reasonable excuse. Employees shall have a minimum of 3 hours scheduled overtime work.

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 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.

Electronics Repairers shall agree that overtime for away football games will be considered non chargeable and non-calculated in the standard chargeable overtime of the electronic shop and can be forced to work the appropriate hours. The provisions for overtime pay as previously agreed shall remain in effect. Reference attached Football Game Agreement.

- 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. Overtime records will be updated quarterly, and the University will make every effort to correct overtime distribution inequities at those times.

For the purpose of equalizing overtime between A-D and B-C shifts in the Utility Operator/Mechanic positions, seventy-two (72) hours will be substituted for the thirty (30) hours above.

- 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. It is recognized that within the twenty-four (24) hours, seven (7) day a week operation in the Facilities Management Department's Boiler/Chiller Plant, overtime will occur due to vacation, sickness and other absences of employees who are otherwise scheduled to work. In order to fill work schedule voids, a mutual cooperation between the operators and management must be expected. Management reserves the right to schedule overtime among those operators on scheduled days off, and those operators so scheduled must report for work.

The University agrees to implement a 12-hour shift schedule for its employees, Utility Operator/Mechanics. This schedule will produce work weeks of 48-36 hours.

- G. Compensatory time at the rate of time and a half may be used subject to the approval of the supervisor. Employees may elect compensatory time at the rate of one and one-half, or overtime may be paid at the rate of time and one-half.

Compensatory time may be used subject to the operational needs of the facility. However, operational needs may dictate that the University is unable to grant compensatory time off.

Compensatory time not used within thirty (30) days of the date it is earned shall be paid.

H. The Facilities Management department recognizes that certain operating procedures will require Heating/Chill Water Plant Operators and Utility Operator/Mechanics to work unscheduled overtime. Henceforth, so as to provide meal provisions under such circumstances, Heating/Chill Water Plant Operators and Utility Operator/Mechanics who are required to work an unscheduled double shift in excess of twelve (12) consecutive hours, will receive a maximum meal provision allowance of \$20.00 upon presentation of a dated, paid meal receipt.

I. In order to give early approval for granting of vacation, beginning March 1st, employees may submit their requests for vacation periods for five (5) days or more, for the period July 1st of the current year through June 30th of the following year. Work circumstances permitting, employees will have their vacations approved for the time requested. Other vacation requests must be submitted at least two (2) weeks in advance of the vacation time requested. 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. In all cases, where two (2) or more employees file vacation requests on the same day for the same or over-lapping periods, seniority shall be the determining factor.

13.5 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 four (4) hours' work at the rate of time and one-half.

13.6 Reporting Pay:

An employee who reports for scheduled work and no work is available will receive three (3) hours' pay at their regular straight time rate.

13.7 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 flexible hours 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 13.4 and 13.5 of the cba. Flexible work schedule requests are grievable subject to unreasonable denial.

13.8 Mandatory "Standby" Work Arrangement

Notwithstanding any other provision of this Agreement, the University may implement a mandatory "standby" work arrangement for employees in some or all of the shops covered by this Agreement. The University may add or remove shops at its discretion. Under this arrangement, each week, one (1) employee in each of these shops will be on standby after regular working hours and must report to work upon request of their manager or designee. Employees on standby will receive payment equivalent to \$200 per week when on call which shall not be included in determining overtime pay. Employees who are called into work shall be paid in accordance with Article 13.5. Standby duty shall occur on a rotating basis to ensure a reasonably equal distribution among all employees in these shops, provided, however, employees may substitute for each other on a weekly basis subject to management approval. Overtime equalization provisions found elsewhere in the CBA shall not apply. The University shall develop specific procedures in consultation with the Union to implement this provision.

ARTICLE XIV HOLIDAYS

14.1 Recognized holidays with pay are as follows:

All full-time employees shall be entitled to holidays in accordance with the University's Holidays Policy (4-47), as may be amended.

- 14.2 Employees with an unpaid absence on a scheduled work day which immediately precedes or follows the holiday are not eligible for a 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 (lay-off) 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 one full year	1 day per full month of service to a maximum of 10 days
After completion of 1 year of service	2 weeks
After completion of 2 years of service	3 weeks
After completion of 4 years of service	4 weeks
After completion of 5 years of service	4 weeks and 2 days

This provision will be applicable to current employees with five (5) to nine (9) full fiscal years of service beginning July 1, 1983. The provision will apply to current employees with less than five (5) full fiscal years of service beginning July 1, 1984.

Requests for vacation must be submitted at least two (2) weeks in advance of the vacation time requested. 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. 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 thirty (30) 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. Vacation is earned on a month-to-month basis.
 - D. University personnel, where employment is interrupted by

layoff, receive vacation credit for the month in which recalled if they begin work on their unit's first scheduled working day. To receive credit for the month in which laid off, they must work through their unit's 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 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

Less than 1 year of service	10 days
Completion of 1 year of service	30 days
Completion of 2 years of service	35 days
Completion of 4 years of service	40 days
Completion of 5 years of service	42 days

- 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, life and disability insurances. The University provides a contribution to assist in paying for the benefits selected. If the total costs exceed the employer 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 1 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 thirty (30) calendar days of their benefit 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 State of Delaware 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 all coverage tiers, the University's contribution shall not fall below eighty-five percent (85%) of the total premium cost.

16.4 Plan Administration

The University may change insurance carriers, sponsors and/or vendors and may offer new and different medical, vision and dental plans and cost sharing arrangements 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 3472 who shall be a bargaining unit member, unless mutually agreed otherwise.

16.5 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.

16.6 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.

16.7 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 retires, 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. The University and the Union shall negotiate rates for newly created and changed positions. Discussions must be held with the Union 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, walk-outs, stoppages of work, sitdowns, 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 up to a maximum of \$200, toward the purchase of one pair of approved safety footwear for bargaining unit employees. The University will give an allowance of \$175.00 toward the purchase of required approved attire through the University's approved vendor, not to include any type of safety gear required in employees' job duties. This amount will be available by October 1st of each year. Unused funds may not be rolled over, "cashed out" or used for any other purpose.

Approved footwear must comply with ANSI standards as they apply to the employee's occupation.

- 20.3 Employees covered by this Agreement shall be subject to, the University's policy prohibiting employee from the use or possession of illegal drugs and alcohol during working time and providing for testing procedures to ensure compliance with the policy ("Policy"). A copy of the Policy is attached hereto as Exhibit D. The University shall meet and confer with the Union before implementing any changes to 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, nor veteran status shall be used for discrimination in any of the

employment practices and the administration of policies and practices affecting employees.

- 21.2 The union recognizes that the employer will make good faith attempt regarding its obligations to take all actions necessary to comply with the Americans with Disabilities Act.

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 reasonably 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 work days 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 four- teen (14) consecutive calendar days in any one (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 and Hepatitis A & B vaccines, including follow-up visits for employees in the Plumber, Certified Plumber, Sr. Plumber, Maintenance Mechanic and Operations Mechanic classifications related to the Hepatitis A & B vaccines 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 Utility Operator/Mechanics will handle the Operations Center Calls during the "off hours" and act as dispatch, when not otherwise occupied with Central Plant Operations.

23.8 The University shall pay the cost of all licensing, training and/or certificates required by the job description.

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 Appendix A 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. 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 5% of the job rate for his classification, or the Group Leader's current job rate and a premium of 5% of the job rate for his classification, whichever is greater. No Employee, through the addition of group leader compensation, shall earn more than \$0.01 less than the highest wage in the bargaining unit. Shift differential shall be excluded from the application of this provision.
 - 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. Employees appointed to temporary Group Leaderships of students, or in instances of special events or requirements, will receive an additional 5% 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 Whenever an employee is assigned to work in a higher rated classification, the employee shall be paid the higher rate for the time worked in such classification.

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 re-examine 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

For the Union

Date: _____

Date: _____

Melissa Bard
Vice President & Chief Human Resources Officer

Michael A. Begatto
Executive Director, DE Public Employees
Council 81

Thomas Flood, Associate Vice President
Facilities Ops

Christopher K. Ware, Staff Representative
DE Public Employees, Council 81

Kevin McLaughlin, President, Local 3472

Shawn Biddle, VP, Local 3472

Jerry Buchanan, Recording Secretary
Local 3472

Erik Williams, Secretary Treasurer
Local 3472

David Jones, Executive Board, Local 3472

Ed Malec, Executive Board, Local 3472

Gerardo Calderon, Executive Board, 3472

APPENDIX A WAGE SCALES

	7/1/2026 Hourly Pay Rate	7/1/2027 Hourly Pay Rate	7/1/2028 Hourly Pay Rate	7/1/2029 Hourly Pay Rate
Group I				
Access Control Technical Team Leader	\$43.41	\$44.71	\$46.05	\$47.89
Boiler Mechanic Technical Team Leader	\$44.68	\$46.02	\$47.40	\$49.30
Building Systems Technical Team Leader	\$44.68	\$46.02	\$47.40	\$49.30
Electrician Technical Team Leader	\$44.68	\$46.02	\$47.40	\$49.30
Electronics Repair Technical Team Leader	\$43.41	\$44.71	\$46.05	\$47.89
Operations Mechanic	\$43.41	\$44.71	\$46.05	\$47.89
Heavy Refrigeration Mechanic Technical Team Leader	\$44.68	\$46.02	\$47.40	\$49.30
Utility Plant Systems Technical Team Leader	\$43.41	\$44.71	\$46.05	\$47.89
Utility Operator/Mechanic	\$43.41	\$44.71	\$46.05	\$47.89
HVAC Technical Team Leader	\$43.50	\$44.81	\$46.15	\$48.00
Plumber Technical Team Leader	\$43.50	\$44.81	\$46.15	\$48.00
Sr. Vehicle Technician	\$42.27	\$43.54	\$44.85	\$46.64
Boiler Mechanic	\$42.47	\$43.74	\$45.05	\$46.85
Heavy Refrigeration Mechanic	\$42.47	\$43.74	\$45.05	\$46.85
Locksmith Technical Team Leader	\$40.88	\$42.11	\$43.37	\$45.10
Maintenance Mechanic A	\$40.88	\$42.11	\$43.37	\$45.10
Utility Plant Instrument Control Technician	\$42.47	\$43.74	\$45.05	\$46.85
Welder/Boiler Mechanic	\$42.47	\$43.74	\$45.05	\$46.85
Group II				
Access Control Technician	\$40.22	\$41.43	\$42.67	\$44.38
Cabinetmaker	\$39.08	\$40.25	\$41.46	\$43.12
Certified HVAC Technician	\$40.41	\$41.62	\$42.87	\$44.58
Certified Plumber	\$40.41	\$41.62	\$42.87	\$44.58
Certified Refrigeration Technician	\$40.41	\$41.62	\$42.87	\$44.58
Electrician	\$40.41	\$41.62	\$42.87	\$44.58
Instrument Controls Mechanic	\$42.45	\$43.72	\$45.03	\$46.83
Maintenance Mechanic B	\$39.08	\$40.25	\$41.46	\$43.12
Structural Tech Team Leader	\$39.08	\$40.25	\$41.46	\$43.12
Sr. Insulation Technician	\$39.08	\$40.25	\$41.46	\$43.12
Sr. Mechanic	\$39.08	\$40.25	\$41.46	\$43.12
Roofer Technical Team Leader	\$39.08	\$40.25	\$41.46	\$43.12
Vehicle Technician	\$39.08	\$40.25	\$41.46	\$43.12

APPENDIX A

WAGE SCALES (cont'd)

	7/1/2026 Hourly Pay Rate	7/1/2027 Hourly Pay Rate	7/1/2028 Hourly Pay Rate	7/1/2029 Hourly Pay Rate
Group III				
Utility Mechanic/Dining	\$37.57	\$38.70	\$39.86	\$41.45
Arborist	\$36.19	\$37.28	\$38.40	\$39.94
Carpenter	\$36.19	\$37.28	\$38.40	\$39.94
Custom Upholsterer	\$36.19	\$37.28	\$38.40	\$39.94
Fire Alarm & Electronics Technician	\$37.60	\$38.73	\$39.89	\$41.49
Fire Suppression Technician	\$37.60	\$38.73	\$39.89	\$41.49
Grounds Equipment Mechanic	\$36.19	\$37.28	\$38.40	\$39.94
Grounds Technician	\$36.19	\$37.28	\$38.40	\$39.94
Insulation Technician	\$36.19	\$37.28	\$38.40	\$39.94
Locksmith	\$36.19	\$37.28	\$38.40	\$39.94
Pest Control Specialist	\$36.19	\$37.28	\$38.40	\$39.94
Plasterer/Mason	\$36.19	\$37.28	\$38.40	\$39.94
Plumber	\$36.19	\$37.28	\$38.40	\$39.94
Roofer	\$36.19	\$37.28	\$38.40	\$39.94
Painter Technical Team Leader	\$36.19	\$37.28	\$38.40	\$39.94
Sports Turf Technician	\$36.19	\$37.28	\$38.40	\$39.94
Group IV				
Painter	\$33.43	\$34.43	\$35.46	\$36.88
Pest Control Assistant	\$33.43	\$34.43	\$35.46	\$36.88
Sports Turf Technician Assistant	\$33.43	\$34.43	\$35.46	\$36.88
Group V				
Arborist Helper	\$28.97	\$29.84	\$30.74	\$31.97
Fire Door Inspector	\$28.97	\$29.84	\$30.74	\$31.97
Skilled Trades Helper - Boiler	\$28.97	\$29.84	\$30.74	\$31.97
Skilled Trades Helper - Carpenter	\$28.97	\$29.84	\$30.74	\$31.97
Skilled Trades Helper - Electrical	\$28.97	\$29.84	\$30.74	\$31.97
Skilled Trades Helper - Electronics Repairer	\$28.97	\$29.84	\$30.74	\$31.97
Skilled Trades Helper - HVAC	\$28.97	\$29.84	\$30.74	\$31.97
Skilled Trades Helper - Locksmith	\$28.97	\$29.84	\$30.74	\$31.97
Skilled Trades Helper - Plumber	\$28.97	\$29.84	\$30.74	\$31.97
Vehicle Technician Helper	\$28.97	\$29.84	\$30.74	\$31.97
Group VI				
Filter Changer	\$25.09	\$25.84	\$26.62	\$27.68
Information Technology				
Network Technician	\$29.48	\$30.36	\$31.27	\$32.52
Sr. Network Technician	\$34.54	\$35.58	\$36.65	\$38.12

APPENDIX B

OCCUPATIONAL CATEGORIES

CATEGORY A

Helpers (as listed in Group V,
Appendix A)

CATEGORY B

Pest Control Specialist
Pest Control Assistant

CATEGORY C

Painter Technical Team Leader
Painter

CATEGORY D

Structural Tech Team Leader
Carpenter or Cabinetmaker
Helpers (as listed in Group V,
Appendix A)

CATEGORY E

Boiler Mechanic Technical
Team Leader
Boiler Mechanic
Welder/Boiler Mechanic
Helpers (as listed in Group V,
Appendix A)

CATEGORY F

Electrician
Electrician Technical Team
Leader
Helpers (as listed in Group V,
Appendix A)

CATEGORY G

HVAC Technical Team Leader
Heavy Refrigeration Tech Team
Leader
Certified HVAC Technician
Certified Refrigeration
Technician
Heavy Refrigeration Mechanic
Utility Mechanic/Dining Helpers
(as listed in Group V,
Appendix A)

CATEGORY H

Locksmith
Locksmith Technical Team Leader
Helpers (as listed in Group V,
Appendix A)

CATEGORY I

Plumber Tech
Team Leader
Certified Plumber
Plumber
Helpers (as listed in Group V,
Appendix A)

CATEGORY J

Sr. Vehicle Technician
Vehicle Technician
Vehicle Technician Helper or
Helpers (as listed in Group V,
Appendix A)

CATEGORY K

Access Control Technician
Access Control Technical
Team Leader
Fire Alarm & Electronics Tech
Electronics Repairer Technical
Team Leader
Fire Suppression Technician
Helpers (as listed in Group V,
Appendix A)

CATEGORY L

Sr. Insulation Technician
Insulation Technician
Helpers (as listed in Group V,
Appendix A)

CATEGORY M

Arborist
Arborist Helper (as listed in Group
V, Appendix A)

APPENDIX B

OCCUPATIONAL CATEGORIES (cont'd)

CATEGORY N

Network Technician
Sr. Network Technician

CATEGORY O

Grounds Technician

CATEGORY P

Custom Upholsterer

CATEGORY Q

Filter Changer

CATEGORY R

Utility Operator/Mechanic

CATEGORY S

Plasterer/Mason

CATEGORY T

Operations Mechanic
Maintenance Mechanic A
Maintenance Mechanic B

CATEGORY U

Roofer
Roofer Tech Team Leader

CATEGORY V

Grounds Equipment Mechanic

CATEGORY W

Sports Turf Technician
Sports Turf Technician Assistant

CATEGORY X

Building Systems Technical
Team Leader
Utility Plant Systems Tech
Team Leader
Utility Plant Instrument Control
Technician
Instrument Controls Mechanic

APPENDIX C **LOCAL 3472 AWAY FOOTBALL GAME AGREEMENT** **ELECTRONIC SHOP ONLY**

The following employee(s) RONALD J. BEAVER, Joe Hobbs, William Wright
 are grandfathered and exempt from the forcing of overtime for all away football
 games.

All other electronic shop employees shall agree that overtime for away football
 games will be considered non chargeable and non-calculated in the standard
 chargeable overtime of the electronic shop and can be forced to work the
 appropriate hours. The provisions for overtime pay as previously agreed shall
 remain in effect. *Now, Local 3472 employees' overtime provisions*
will become automatically part of this agreement.
 This agreement is for electronic shop employees only. No other University of
 Delaware local 3472 members will be affected by this agreement.

- | | |
|-----------------------------|-----------------------|
| 1. <u>[Signature]</u> | Franco Montgomery |
| 2. <u>Ronald J. Beaver</u> | RONALD J. BEAVER |
| 3. <u>Jeray B. Buchanan</u> | JERAY B. BUCHANAN |
| 4. <u>Eric W. Johnson</u> | ERIC W. JOHNSON |
| 5. <u>Joe Hobbs</u> | JOE HOBBS |
| 6. <u>Chris Merlino</u> | CHRIS MERLINO |
| 7. <u>Robert Maples</u> | Robert Maples |
| 8. <u>William Wright</u> | <u>William Wright</u> |

Local 3472 Henry D. Williams Date 9-19-2012

U of D. [Signature] Date 9/20/12

APPENDIX D

Drug/Alcohol Testing Policy

Drug/Alcohol Testing

SCOPE OF POLICY -This policy applies to all University of Delaware employees represented by the American Federation of State, County and Municipal Employees ("AFSCME") Local 3472.

I. DEFINITIONS

- A. Accident - Any on-the-job occurrence involving an employee defined above in which bodily injury or property damage occurs in the course of such employee's operation of any machines, tools or equipment while working.
- B. Alcohol - The intoxicating agent in beverage alcohol or ethyl alcohol or other low molecular weight alcohol, including methyl and isopropyl alcohol. Note: This also includes medications, prescription or nonprescription, which contain alcohol.
- C. Controlled Substances - A drug or other substance whose sale, possession or use is controlled by the federal or state government due to its potential for abuse because of its depressant or stimulant effect on the central nervous system or its hallucinogenic effect. These drugs include, but are not limited to, as follows: marijuana, cocaine, opiates, phencyclidine (PCP) and amphetamines.
- D. Employees Subject to Testing- all University of Delaware employees represented by the American Federation of State, County and Municipal Employees ("AFSCME") Local 3472.
- E. Medical Review Officer (MRO) -A certified, qualified individual responsible for the collection of test results generated pursuant to this policy who has knowledge of substance abuse disorders and has appropriate training to interpret and evaluate an individual's confirmed positive result together with his/her their medical history and any other relevant biomedical information.
- F. Performing - An employee is considered to be performing a job function during the periods in which they are actually performing, ready to perform, or immediately ready to perform their job duties.
- G. Reasonable Suspicion-Belief that the employee has or may be violating the alcohol or controlled substances prohibitions, based on specific, contemporaneous, articulated observations concerning appearance, behavior, speech, or body odors of the employee.
- H. Refusal to Submit to Testing -Includes:
 - 1. failure to provide adequate breath for testing without a valid medical explanation after receiving notice of the requirement of breath testing;
 - 2. failure to provide adequate hair sample or urine for controlled substance testing without a valid medical explanation after receiving notice of the requirement of hair sample or urine testing or
 - 3. conduct that clearly obstructs the testing.
- I. Test Collection Site -That facility or facilities selected by the University to perform alcohol and/or controlled substances tests.

II. POLICY STATEMENT

The University of Delaware recognizes the importance of maintaining a work environment that is free from the influence of both illegal drugs and alcohol. No employee shall report for work while under the influence of or impaired by any alcohol, drugs, or controlled substances. The University intends to follow all laws, rules, and regulations applicable to the employees.

III. POLICY STANDARDS AND PROCEDURES

A. PROHIBITIONS:

- 1. **Alcohol** -No employee shall:
 - a. report to duty or remain on duty while having an alcohol concentration of 0.02 or higher;
 - b. possess alcohol while on duty;
 - c. use alcohol while on duty;
 - d. use alcohol within eight (8) hours of an accident or until undergoing an alcohol test;
 - e. refuse to submit to an alcohol test. Refusal is proof of positive test results.

2. **Controlled Substances** - Employees are strictly prohibited from selling, using or possessing controlled substances while on University property. No University employee shall report for duty or remain on duty when the employee uses any controlled substance except when the use is pursuant to the instructions of a physician (and is verifiable) who has advised the employee that the substance does not adversely affect the employee's ability to safely perform their job functions. The burden of verifiable proof is on the employee, to the satisfaction of the employer. No employee shall report for work, remain at work if he/she tests positive for controlled substance as defined.

B. TESTING PROCEDURES:

All testing required by this policy will be conducted by certified, qualified individuals who are contracted by the University for this purpose.

C. TYPES OF TESTING:

1. Reasonable Suspicion

- a. Testing that occurs when a supervisor or other official believes an employee has violated this policy, based upon specific, contemporaneous, articulated observations concerning the appearance, behavior, speech, or body odors of the employee. Ordinarily, testing based upon reasonable suspicion should be performed within three (3) hours following the observations, but in no instance shall testing be conducted after eight (8) or more hours have elapsed. Any employee who tests positive for controlled substances or whose breath alcohol content is greater than 0.02 will be prohibited from performing job functions until their next scheduled workday and only after subsequent testing and are subject to the Consequence of a Positive Test as set forth below.
- b. Whenever possible, a supervisor's reasonable suspicion should be confirmed by a second observer, before requiring an employee to undergo alcohol or controlled substances testing. A police officer's determination of a reasonable suspicion does not require a second opinion.
- c. When a supervisor, manager or department director has a reasonable suspicion that an employee may be in violation of this policy, they will arrange for transporting the employee to the test collection site.

2. Post-Accident

- a. Testing that occurs after an employee has been involved in an Accident as defined above. Ordinarily, testing should be performed within three (3) hours following the accident. Any employee who tests positive for controlled substances or whose breath alcohol content is greater than 0.02 will be prohibited from performing job functions until their next scheduled workday and only after subsequent testing and are subject to the Consequence of a Positive Test as set forth below.
- b. When employees are required to submit to testing under this section, the University will arrange for transporting the employee to the test collection site.

D. TYPES OF TEST RESULTS:

All drug test results will be reviewed by the MRO designated by the University before the results are reported to the University. If the test yields a positive result, the MRO will contact the employee to determine if there is an alternative medical explanation for the positive test result. If the employee gives a reasonable and verifiable explanation, the results of the test are reported as negative to the University. In the event the employee is unable to give an alternative medical explanation for the positive test result, the MRO will report the positive test immediately to the University who will inform the employee's department head or designee.

E. CONSEQUENCES OF A POSITIVE TEST:

1. Any employee found to be in violation of the policy will be subject to discipline up to and including dismissal.
2. The University may condition continued employment of an employee found to be in violation of the policy upon the employee's treatment for alcohol or drug problems. In such cases, the University will require the employee to comply fully with all requirements and recommendations of the treatment facility. Failure on the part of the employee to comply with these recommendations will be considered a violation of this policy which may result in disciplinary action up to and including termination.
3. Except as otherwise may be required by law, if an individual tests positive for marijuana consumed off duty and off University property, they shall not be subject this Section E unless the individual appeared impaired or under the influence while on duty, in the reasonable discretion of management.

F. RETURN TO WORK AND FOLLOW-UP:

Before an employee who has violated this policy returns to work, the employee shall undergo an alcohol test with a result indicating an alcohol concentration of less than 0.02 and a controlled substances test with a negative result. The employee must submit to a minimum of six (6) unannounced follow-up tests within the first twelve (12) months after returning to work. The fee of the initial evaluation is the responsibility of the employee and the fees of the minimum of (6) unannounced follow-up tests are paid by the University.

G. CONFIDENTIALITY:

1. All employee alcohol and drug testing results and records will be kept with the strictest confidentiality by the University separate and apart from the employee's personnel file. The University will release the information to supervisors/managers on a need-to-know basis. Any other release of information by the University will be made only with specific written consent from the employee.
2. All records regarding this policy will be maintained by the Human Resources Department.
3. In the event the employee initiates a grievance, lawsuit, or any other proceeding that will require a hearing, the University may release relevant information.
4. Relevant information may also be released by the University to any local, state, or federal agency to demonstrate compliance with all rules and regulations.

H. EMPLOYEE ASSISTANCE PROGRAM:

1. Employees are encouraged to voluntarily seek assistance in dealing with substance abuse. Confidential professional assistance, treatment, planning, and rehabilitation services are available through the University's Employee Assistance Program.

I. RELATION TO OTHER POLICIES:

Nothing contained herein shall relieve employees who are subject to another University policy regarding drug and alcohol use and testing from complying with said policy.