**Agreement**

**between**

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

**Division of State Police**

**and**

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

**(911 Dispatchers)**

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

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**Preamble**

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

* 1. **Purpose**

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

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

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

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

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

2.2 The term "employee" as used herein shall include employees who are made part of the bargaining by virtue of the Public Employment Relations Board certification No. 96-07-187 of February 26, 1997, and any future amendments or additions thereto.

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

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

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

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

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

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

**3. Union Stewards and Union Representation**

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

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

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

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

**4. Grievance Procedure**

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

4.2 Step 1 - Center Manager

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

4.3 Step 2 - Superintendent

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

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

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

4.5 Step 4 - Pre-Arbitration

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

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

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

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

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

**5. Special Rights of the Parties**

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

**6. Non-Discrimination**

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

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

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

**7. Bulletin Boards**

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

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

**8. Work Rules and Regulations**

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

**9. Visitation**

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

**10. Part-Time Public Office**

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

**11. Management Rights**

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

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

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

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

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

**13. No Strike**

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

**14. Performance Review**

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

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

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

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

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

**15. Health and Safety**

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

**16. Employee Rights**

16.1 Any disciplinary action must be for just cause.

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

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

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

**17. Layoff and Recall**

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

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

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

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

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

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

**18. Promotions and Transfers**

18.1 Definitions

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

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

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

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

18.1.5 There shall be no geographic restrictions on the distance involved in a transfer.

18.2 Temporary Transfers

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

18.3 Permanent Transfers

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

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

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

18.3.4 The State shall have the ultimate authority to determine whether, or under what circumstances, to grant a request for voluntary permanent transfer.

18.4 Involuntary Transfers

18.4.1 Involuntary permanent transfers shall be accomplished among employees capable of performing the assigned position.

18.5 Promotions

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

**19. Salaries**

19.1 Employees will be assigned to one of three pay grades as follows:

Pay Grade A: Telecommunication Specialist

Pay Grade B: Senior Telecommunication Specialist

Pay Grade C: Telecommunication Shift Supervisor

19.2

A. For bargaining unit employees with a standard work schedule of 40.0 hours per work week, minimum annual base salaries are set forth in the Minimum Salary Tables as attached. These annual base salaries are established by classification, pay grade and length of service. The Minimum Salary Table maximums will increase by the yearly percentage agreed to by the parties.

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

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

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

E. Movement to the next step on the Minimum Salary Table requires the employee to achieve the required minimum years of full-time qualified service in the Division of State Police 1 in the 12 months prior to July 1. For purposes of this Article, 'qualified service' is measured by full time employment in either CWA bargaining unit (911 or Civilian) for which there has been no more than a 12 month break in service between the two bargaining units. Such employees shall be given credit for their full-time service in the other bargaining unit and placed in their current classification step accordingly. Employees are only eligible for advancement to a minimum annual salary or a minimum annual wage increase, not both. See below for examples of how to calculate eligibility for movement to a salary step based on length of service.

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

*Example 1*: CWA 911 Dispatcher at PG B will have 10 years of qualified service as of June 15; 2018. Effective July 1, 2018 (that same calendar year), the employee will be eligible to move to the next step and receive an increase, if any, to the established minimum annual base salary for CWA 1 PG B, 10-15 years of service.

*Example 2*: CWA 911 Dispatcher at PG B will have 10 years of qualified service as of July 15; 2018. Effective July 1, 2018 (that same calendar year), the employee will not be eligible to move to the next step but will be eligible for a minimum annual wage increase.

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

FY 2024 (effective the first full pay period after July 1, 2023) - 14%

FY 2025 (effective the first full pay period after July 1, 2024) - 9%

FY 2026 (effective the first full pay period after July 1, 2025) - 4%

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

19.3 The following annual shift differential amounts will be paid to employees during the life of the Agreement:

PG 003 $3,000.00

PG 004 $3,500.00

PG 005 $4,000.00

19.4 Special Payments: Employees certified through training (if required) in the following positions shall be paid, per month, in addition to their regular salary, the following special payments, while regularly assigned to these duties:

(A) Command Post On-Call Payment: $50.00 per month

(B) CAD Operator: $50.00 per month

(C) Certified Bi-Lingual: $25.00 per month

(D) General On-Call Payment: $100.00 per month

[HQ Comm. will receive an additional $50.00 for each additional full week of On-Call]

19.5 Any across the board wage increase provided to employees under Article 19.2 above shall also be added to the entry level salaries for each Pay Grade.

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

**20. Overtime**

20.1 Overtime is any approved work beyond the end of the 40-hour workweek. Overtime must be approved in advance by appropriate supervision, except in those situations where a delay in action could reasonably be expected to cause risk to the health or general welfare of the public or staff. Employees may be directed by their supervisor to work overtime with minimum notice to meet operational needs.

20.2 Employees will not be compensated for overtime of 15 minutes or less. Overtime of less than 1/2 hour shall be rounded to the nearest half-hour.

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

20.3 An employee may elect compensatory time off for any overtime worked. Employees will accrue compensatory time at a rate of 1½ hours for each hour of overtime worked. Employees may, at their option, be compensated for overtime in pay at the rate of 1 ½ hours pay for each hour of overtime worked. The regular hourly rate of pay for overtime payment purposes includes shift differential pay.

20.4 If the State elects to change the practice of allowing employees compensatory time in lieu of overtime for time worked, the State will notify the Union and offer the opportunity to meet and discuss the changes.

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

20.6 Overtime shall be divided and rotated as equally as practicable within the classification, shift and work location among those employees who express a willingness to work overtime. Where there are not sufficient volunteers to work overtime, employees may be mandated to cover an overtime assignment.

In the event no employees have signed up for overtime coverage, it will be assigned by the Shift Supervisor in accordance with the guidelines of the On-Call policy. The Shift Supervisor will evaluate employee shift schedules for the week and assign an employee to the overtime shift considering the following factors: number of hours worked, vacation status, seniority, and recent overtime assignments worked. The Supervisor will maintain a list of their Shift personnel who have worked overtime assignments to equitably track overtime assignment rotation.

20.7 When snow or other conditions cause the Governor to declare a state of emergency which includes closing the State offices, the following provisions shall apply. All telecommunications personnel assigned to emergency reporting centers and the Headquarters Communications Center are considered essential personnel and are expected to report to work for their regularly assigned shift. Employees will receive their regular pay for working their regularly scheduled hours. Normal overtime policies will apply for any hours worked beyond their normal shift. Employees will receive additional time off on an hour-for-hour basis for time worked during their regularly scheduled hours. A listing of employees and the hours given is to be submitted to the Human Resources Office. If employees are unable to report due to the conditions causing the emergency, they will be charged vacation or accumulated time. Sick leave will not normally be approved unless it is accompanied by certification from a medical doctor, indicating why the employee was unable to work. Employees with previously approved sick or vacation leave need not report and will not be charged leave of any sort during the state of emergency.

**21. Holidays**

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

|  |  |
| --- | --- |
| New Year’s | January 1 |
| Martin Luther King’s Birthday  | January 15 |
| President’s Day | 1 Day |
| Easter | 2 Days  |
| Memorial Day | Observed date |
| Juneteenth | Observed Date |
| Independence Day | July 4 |
| Labor Day | Observed date |
| Election Day (in election years) | 1 day |
| Return Day (all counties) | ½ day  |
| Thanksgiving | 4th Thursday and Friday in November |
| Christmas | 2 days |

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

21.2 Employees assigned to functions at the Emergency Reporting Centers, Headquarters Communications, and other areas required to remain open during holidays are required to work their regular schedules. They will be paid at the rate of 1½ hours pay for each hour worked on a holiday and credit for 8 hours of vacation leave. At the employee's choosing, the 8 hours of vacation leave may be used at a later date or can be paid on a straight time basis with that specific holiday. It is understood that if the employee takes the 8 hours paid, it is not considered hours worked, and therefore will not be considered towards overtime under FLSA. For Return Day, if the employee works after noon on that date, they will be paid at the rate of 1½ hours pay for each hour worked after noon on that day and be given credit for 4 hours of vacation leave to be used at a later date, or to be paid straight time with that specific holiday.

**22. Sick Leave**

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

22.2 All permanent employees shall earn paid sick leave credit at the rate of 10 hours for each completed calendar month of service (15 days per year). Unused sick leave may be accumulated without limit; however, for payment purposes, a maximum of 120 days shall apply. Employees cannot take sick leave with pay in excess of the days actually accrued. When an employee's sick leave account is exhausted, vacation leave or unpaid leave of absence will be the method of accounting for an employee's time.

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

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

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

22.6 Absences for Part of Day

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

1 - 30 minutes ½ hour

31 - 60 minutes 1 hour

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

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

22.9 Sick Leave at Termination

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

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

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

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

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

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

**23. Sick Leave Incentive Program**

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

(A) All employees using 12 hours or less of sick leave will be granted 24 hours of personal leave, which must be used by the end of the following calendar year or will be forfeited.

(B) All employees using 30 hours or less of sick leave will be granted 8 hours of personal leave, which must be used by the end of the following calendar year or will be forfeited.

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

**24. Parental Leave**

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

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

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

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

**25. Open**

**26. Compassionate Leave**

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

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

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

**27. Military Leave**

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

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

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

(A) Identification of the Guard or Reserve component

(B) Current Rank

(C) Duty assignment or military specialty

(D) Commanding Officer

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

27.5 In any calendar year, each military reserve employee will be permitted 120 hours of leave with pay to receive military training with the Armed Forces of the United States.

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

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

27.8 Employees who have exceeded the 120 hours military benefit in any one calendar year and who present valid military orders for assignment will be granted a leave of absence without pay. In the appropriate circumstances, the Human Resources Director may permit the use of vacation time or accumulated unpaid overtime where the military leave will not interfere with efficient operations. Military leave, whether with or without pay, will not constitute a break in service for either pension eligibility or for purposes of seniority.

**28. Personal Leave**

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

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

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

28.4 Each employee will be granted one (1) personal day each calendar year without prejudice or incurring any unauthorized absence. Personal days are requested in advance and shall conform to the same process where employees request vacation leave. Personal days may be used on the day of the request provided the employee personally speaks with the on-duty shift supervisor prior to the beginning of the shift specifically advising that the absence is for a personal leave day. Calls received after the beginning of an employees’ shift are not permitted and the resulting lateness or absence will count as an unauthorized absence. Personal days are not divisible and must be used in their entirety on each requested day. As used in this provision, “personal day” shall mean a single 12-hour shift.

**29. Vacation**

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

0-3 years of service 120 hours per year

4-10 years of service 174 hours per year

11-15 years of service 198 hours per year

16 or more years of service 214 hours per year

29.2 The employees' accrual rates will increase January 1 of the year in which they enter the fourth, eleventh, or sixteenth year of service.

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

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|   |   | **15 DAYS** |  | **21.75 DAYS** |  | **24.75 DAYS** |  | **26.625 DAYS** |
| **TOTAL** |   | **10 HOUR** |  | **14.5 HOUR** |  | **16.5 HOUR** |  | **17.75 HOUR** |
| **DAYS** |   | **Monthly** |  | **Monthly** |  | **Monthly** |  | **Monthly** |
| **WORKED** |   | **Accrual** |  | **Accrual** |  | **Accrual** |  | **Accrual** |
|   |   |   |   |   |   |   |   |   |
| 1 |   | 0.50 |   | 0.73 |   | 0.83 |   | 0.89 |
| 2 |   | 1.00 |   | 1.46 |   | 1.66 |   | 1.78 |
| 3 |   | 1.50 |   | 2.19 |   | 2.49 |   | 2.67 |
| 4 |   | 2.00 |   | 2.92 |   | 3.32 |   | 3.56 |
| 5 |   | 2.50 |   | 3.65 |   | 4.15 |   | 4.45 |
| 6 |   | 3.00 |   | 4.38 |   | 4.98 |   | 5.34 |
| 7 |   | 3.50 |   | 5.11 |   | 5.81 |   | 6.23 |
| 8 |   | 4.00 |   | 5.84 |   | 6.64 |   | 7.12 |
| 9 |   | 4.50 |   | 6.57 |   | 7.47 |   | 8.01 |
| 10 |   | 5.00 |   | 7.30 |   | 8.30 |   | 8.90 |
| 11 |   | 5.50 |   | 8.03 |   | 9.13 |   | 9.79 |
| 12 |   | 6.00 |   | 8.76 |   | 9.96 |   | 10.68 |
| 13 |   | 6.50 |   | 9.49 |   | 10.79 |   | 11.57 |
| 14 |   | 7.00 |   | 10.22 |   | 11.62 |   | 12.46 |
| 15 |   | 7.50 |   | 10.95 |   | 12.45 |   | 13.35 |
| 16 |   | 8.00 |   | 11.68 |   | 13.28 |   | 14.24 |
| 17 |   | 8.50 |   | 12.41 |   | 14.11 |   | 15.13 |
| 18 |   | 9.00 |   | 13.14 |   | 14.94 |   | 16.02 |
| 19 |   | 9.50 |   | 13.87 |   | 15.77 |   | 16.91 |
| 20+ |   | 10.00 |   | 14.50 |   | 16.50 |   | 17.75 |

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

29.5 For the purposes of vacation selection, seniority is defined as time in the Division of State Police.

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

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

29.8 Under normal conditions, a new employee shall not be granted paid vacation leave until after 6 months of continuous service. Exceptions to this rule may be granted by the Director of Human Resources.

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

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

29.11 Vacation at Termination

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

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

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

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

**30. Educational Leave**

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

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

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

**31. Jury Duty**

31.1 Any permanent employee, who is required to report daily to serve on a jury, shall be excused with pay, but shall return to work within a reasonable time on the days released from jury duty. The State will continue to work with employees at each call center, when they are summoned to jury duty, in regard to their work schedule.

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

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

**32. Work Schedules**

32.1 Normally no changes to the posted work schedule will be made with less than 3 days’ notice of such change to the employee whose schedule is being changed. When a change in the posted work schedule is made with less than 24 hours’ notice, all hours worked outside of those originally scheduled will be paid at 1½ times the employee's regular hourly wage rate, except when such changes are made for emergency or legitimate operational reasons. The Union reserves the right to submit scheduling proposals to the Superintendent for consideration. The Union agrees that it will unilaterally attempt to secure a work schedule containing 12-hour shifts.

**33. On-Call Schedules**

33.1 Employees may be designated for "on-call" assignments requiring them to return to duty consistent with the Department of Safety and Homeland Security's policies and procedures.

33.2 Employees shall receive a stipend of $100.00 per month for their on-call service (see, Article 19.4 "Special Payments", herein). Employees absent from duty for 30 days or more will not receive on call stipend payments.

33.3 Employees shall be responsible for providing their supervisor and their assigned call center with a reliable telephone number where they may be informed of an on-call assignment. Absent extraordinary circumstances as determined by management, the employee shall report for duty within one hour of notification of their recall.

33.4 Employees shall be prepared for and fit for duty during their on-call assignment.

33.5 Employees are responsible for their on-call assignment and are responsible for securing coverage if they cannot perform these duties. If an employee cannot fulfill this responsibility because of extraordinary circumstances as determined by management, the employee will promptly notify the on-duty supervisor who will then find coverage.

**34. Union Business**

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

34.2 Successor Agreement Negotiations

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

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

**35. Seniority**

35.1 Employees have an adjusted service date which is the original date of hire with the State of Delaware adjusted by breaks in service due to resignation and reemployment, suspensions, and leaves of absence without pay that exceed thirty consecutive days and part-time, casual, seasonal, and temporary service that does not immediately precede permanent hire into the same classification and job function performed as a temporary employee.

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

35.3 It is the responsibility of the employee to inform the Human Resources Office of all previous employment with any State of Delaware agency.

**36. Health and Welfare**

36.1 Health, Dental and Life Insurance

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

36.2 Retirement Plan

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

36.3 Death Benefit Association

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

36.4 Employee Assistance Program (EAP)

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

**37. Educational Assistance**

37.1 Prior practices with respect to educational assistance shall continue.

**38. Attendance Policy**

38.1 The State and the Union agree that employee attendance reliability helps to ensure a fair distribution of employees' workload and delivery of services to the public. The following attendance standards are hereby agreed to.

38.2 The term unscheduled tardiness (UT) shall mean a late arrival at one's duty assignment. The term unscheduled absence (UA) shall mean an absence from work except any leave approved in advance.

38.3 For each UT or UA, employees shall receive one point. Multiple consecutive day absences shall be counted as one unscheduled absence. Recurring absences for the same serious illness of employees or their immediate family members shall be recorded as one unscheduled absence per year, provided that acceptable medical verification is submitted.

38.4 Each UT or UA shall be counted during a period of 12 calendar months on a rolling basis, starting with the first UT or UA.

38.5 Employees who receive a combined total of three UA/UT's during a 12-month period shall receive a verbal counseling.

38.6 Employees who receive a combined total of five UA/UT's during a 12-month period shall receive a written reprimand.

38.7 Employees who receive a combined total of seven UA/UT's during a 12-month period shall receive a suspension (time off or paper suspension at the discretion of the State) of up to four days.

38.8 Employees who receive any more than a combined total of seven UA/UT's during a 12-month period shall receive a suspension (time off or paper suspension at the discretion of the State) of up to ten days. At the discretion of the State, employees who have received two suspensions pursuant to this Article may be considered for dismissal for their next UA/UT during the 12-month period.

**39. Licenses and Certifications**

39.1 Employees are required to maintain special licenses and certifications to perform their primary, or, in some cases, special duty, job responsibilities. DSHS will provide funding for these certifications and re-certifications. However, if an employee fails to pass the requirements to obtain a special license or to maintain certified status, the employee will be required to pay any fees or other costs associated with re-testing or re-certification.

**40. Drug Testing Policy**

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

**41. Labor/Management Committee**

41.1 In order to maintain good relations between the parties, a Labor/Management Committee is established to maintain open lines of communication and to resolve misunderstandings which may arise from time to time.

41.2 The committee is composed of the CWA Local 13101 Executive President or his/her designee, the DVP/Chief Steward or his/her designee, a Shift-Supervisor from each Center, DSP K/S Operations Major, and the Chief of Communications/Communications Section Chief or respective designees. Other individuals may attend as may be reasonably necessary and upon mutual agreement of the parties. Employees whose attendance is necessary according to this section, may attend such meetings during regularly scheduled working hours without loss of compensation.

41.3 It is not the intent of the Committee to engage in collective bargaining outside the normal negotiations process, but instead to take a joint approach to resolve disputes or issues of mutual concern regarding the administration of the Agreement. Grievances will not be discussed in the Labor/Management committee meeting. Either party may submit agenda items which must be received five (5) working days prior to the scheduled meeting date. There will be no meeting if neither party presents agenda items for discussion. A summary meeting minutes will be provided by Management following the meeting.

41.4 The standard schedule for these meetings will be on a quarterly basis. The parties may schedule additional special meetings of the Labor/Management Committee as be necessary and by agreement.

**42. Miscellaneous**

42.1 The prior practices on travel time and reimbursement for personal expenses shall be continued.

42.2 The State agrees to provide an automobile at each Center to be used for official State business.

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

**43. Waiver Clause**

43.1 The parties agree that this Agreement contains the full and complete agreement on all subjects upon which the parties did bargain or could have bargained. Neither party shall be required, during the term of the Agreement to negotiate or bargain upon any other issue. Nor shall either party be permitted during the term of the Agreement (through legislation or political activity or the like) to modify, alter, amend or otherwise vary from any subjects upon which the parties did bargain or could have bargained. Furthermore, the Union agrees that it will not unilaterally attempt to secure a work schedule containing 12-hour shifts. All matters not included in this Agreement shall be deemed to have been raised or disposed of as if covered herein. All subjects referred to in the management's rights clause shall likewise be deemed to have been raised and bargained to conclusion. This waiver does not preclude the Union or employees from supporting legislation.

**44. Termination, Change or Amendment**

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

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

**SIGNATURES**

**FOR THE STATE FOR THE UNION**

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

Nathaniel McQueen, Jr. , Mike Watson,

Secretary of the Department of Executive President,

Safety and Homeland Security CWA Local 13101

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Lieutenant Colonel Melissa A. Zebley John Petrini,

Superintendent, DSP Staff Representative,

CWA District 2-13

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Major William D. Crotty, Brandy Cahall,

DSP Division Vice President CWA Local 13101

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Captain, James P. Doherty, Jim Ryan,

DSP Staff Representative,

 CWA District 2-13

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

Rhonda L. Davis,

HR Manager I, DSP

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

Claire DeMatteis,

Secretary, DHR

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Tamera Fair

Director, Employee & Labor Relations, DHR

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Thomas J. Smith

Chief Negotiator, DHR