

**COLLECTIVE BARGAINING AGREEMENT
JULY 1, 2019 - DECEMBER 31, 2022**

**DELAWARE STATE UNIVERSITY
DOVER, DELAWARE**

AND

**AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES, AFL-CIO**

**DELAWARE PUBLIC EMPLOYEES COUNCIL 81
LOCAL UNION 1007**

Table of Contents

AGREEMENT	4
PURPOSE	4
ARTICLE I – Union Recognition, Union Security and Deductions of Union Dues or Service Fees	4
1.1 – Union Recognition	4
1.2 – Membership Dues and Check Off.....	4
1.3 - Deductions of the Union Dues.....	5
ARTICLE II – Rights of Management	5
ARTICLE III – Union Stewards and Representation	6
ARTICLE IV – Labor-Management Meetings	6
ARTICLE V – Grievance and Arbitration Procedures	6
5.2 Step One – Immediate Supervisor or Department Head.....	7
5.3 Step Two – Office of Human Resources	7
5.4 Step Three – Vice President or Designee.....	7
5.5 Step Four – Arbitration	8
5.10 Cost of Arbitration	8
5.11 Grievance Hearings and Meetings	8
5.14 Back Pay Awards.....	9
ARTICLE VI – Seniority, Probationary Period Layoff and Recall	9
6.9 Posting of Vacancies.....	10
ARTICLE VII – Temporary Transfers	10
ARTICLE VIII – Bidding, Transfers and Promotion	11
ARTICLE IX – Non-Discrimination	11
ARTICLE X – Sexual Harassment, Harassment	12
ARTICLE XI – Holidays	12
ARTICLE XII – Vacations	13
ARTICLE XIII – Sick/Illness, Bereavement and Maternity Leave	14
13.10 Bereavement Leave.....	16
13.11 Illness on the Job.....	16
13.12 Job Related Disability	16
13.13 Parental Leave.....	17
ARTICLE XIV – Family and Medical Leave and Donated Leave.....	17
14.1 Integration of Sick Leave and Family and Medical Leave	17
14.2 Donated Leave Policy	18
ARTICLE XV – Military Service Leave	18
ARTICLE XVI – Authorized and Unauthorized Absences.....	19
16.1 Unauthorized Absence – Automatic Termination.....	19
16.2 Authorized Absence.....	19
16.3 Union Leave.....	19
16.4 Personal and Emergency Leave	19
16.5 Leave for Voluntary Fire Duty	20
ARTICLE XVII – Jury Duty/Subpoenaed as a Witness.....	20
ARTICLE XVIII – Safety and Health	20
ARTICLE XIX – Discipline Action	21
ARTICLE XX – Health and Welfare.....	22

ARTICLE XXI – Bulletin Boards and University Facilities	23
ARTICLE XXII – Visitation	23
ARTICLE XXIII – Working Conditions	23
ARTICLE XXIV – Hours of Work and Premium Rates	24
24.2 Overtime Compensation	25
24.6 Shift Premiums.....	26
24.7 Call-In Pay	26
ARTICLE XXV – Education.....	26
ARTICLE XXVI – Classification Changes and New Jobs.....	28
26.5 Job Descriptions.....	28
26.6 Performance Evaluations	28
ARTICLE XXVII – Classification and Salaries	30
27.7 Service Compensation	31
ARTICLE XXVIII – Financial Support.....	31
ARTICLE XXIX – Term of Agreement.....	31
ARTICLE XXX – General	31
ARTICLE XXXI – Alteration of Agreement	32
ARTICLE XXXII – Legal Conflicts.....	32
ARTICLE XXXIII – No Strikes or Lockouts.....	32
Authorized Signatures	33
Exhibit A – Salary Chart.....	34
Exhibit B – Family and Medical Leave Policy	35
1. Eligibility	35
2. Provisions.....	35
3. Reasons for Using FMLA	35
4. Qualifying Conditions.....	36
5. Definitions	36
6. Application.....	37
7. Notice and Medical Certification.....	37
8. Job Benefits and Protection	38
Exhibit C – Donated Leave Policy.....	39
Purpose.....	39
Guidelines	39
Catastrophic Illness.....	39
Length of Service.....	39
Exhibit D – Local 1007 Pay Grade List.....	40

AGREEMENT

Entered into between Delaware State University, Dover, Delaware, hereinafter referred to as the “University” and the American Federation of State, County and Municipal Employees (AFSCME), Council 81, affiliated with AFL-CIO acting for itself and in behalf of the Local 1007 hereinafter referred to as the “Union.”

PURPOSE

It is the purpose of this Agreement to promote and to ensure harmonious relations, cooperation and understanding between the University and its employees, covered hereby, to ensure true collective bargaining and to establish proper standards of wages, hours, working conditions, and other conditions of employment in accordance with Chapter 13, Title 19, Delaware Code.

Article I – Union Recognition, Union Security and Deductions of Union Dues

1.1 Union Recognition

The University recognizes the Union as the sole and exclusive bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours and other terms and conditions of employment.

- A. The term “Employee” as used herein shall include all employees made part of this Bargaining Unit by virtue of the certification by the State of Delaware, Department of Labor, Division of Industrial Affairs, in the cases as stated below:
 - 1. Local 1007, Clerical/Technical employees, Case Number 137
 - 2. Any future additions, amendments, deletions, or clarification of this Bargaining Unit shall be in accordance with rules and procedures of the Public Employment Relations Board (PERB).
- B. “Reasonable Time” or “Reasonable Notice” shall normally be ten (10) working days. When “Reasonable Notice” applies to situations where the Bargaining Unit has made written requests to the University or the University has made written requests to the Bargaining Unit, the notice period shall begin upon receipt of such request.
- C. The University shall provide a quarterly list of bargaining unit employees, including name, job title, date of hire, seniority date, work location, wage rate, full-time or part-time status, and Union dues status. The University shall work to provide the information in Excel format. The University shall provide a Union Representative with thirty (30) minutes per month to meet with new hires to discuss the Union and the collective bargaining agreement.

1.2 Membership Dues and Check Off

All employees in the Collective Bargaining Unit for more than thirty (30) days and upon becoming Union members by signing a legally valid membership/dues authorization card, shall pay dues consistent with the provisions of the membership/dues authorization card,

1.3 Deductions of the Union Dues

- A. The University agrees to the adoption of a check-off system whereby Union dues are established by the Union and will be withheld from the Employee's pay in equal amounts (as the frequency of the period may require). Employees shall have dues deducted upon written authorization by the employee on a voluntary dues deduction card provided by the Union. Such deductions for Union dues fees are to be transmitted to the duly elected Treasurer of the Union not later than the 20th day of the following month.
- B. The Union will notify the University thirty (30) days prior to any changes in any such dues. The term "dues" shall not be deemed to include fines, assessments, contributions or other forms of payment required from AFSCME members.

Article II – Rights of Management

2.1 The Union recognizes that an area of responsibility must be reserved for Management if it is to function effectively. In recognition of this principle, it is agreed that the following are responsibilities of Management and are not subject to collective bargaining:

- A. The determination of services to be rendered to maintain, improve the efficiency and effectiveness of operations;
- B. The determination of the sole right to hire and supervise employees in the operations of the University;
- C. The determination of the number of men or women to be employed or to be retained in employment;
- D. Determine the necessity for overtime and the amount and duration needed;
- E. Implement the University's and departmental work rules, regulations, performance standards and discipline;
- F. All rights and responsibilities of Management not specifically modified by this Agreement.

2.2 The University specifically reserves the right to contract out any services which may presently be rendered by permanent employees of the University. No permanent employee will be terminated as a result of any services contracted out; and services contracted out will be for emergencies or work overload situations or problems only. Contracting out will not be used to avoid the payment of overtime or be for more than 60 days in a 12-month period. This restriction does not apply to temporary help filling the position of an employee on authorized leave.

2.3 Union and Management agree that neither Management nor the Union and its members will intimidate or coerce any employee with respect to his or her right to work or with respect to Union activities or the representation by Local 1007.

This clause is intended as a general statement of the rights and responsibilities of the employer and shall not be used to threaten, harass or intimidate employees.

2.4 Should the Union object to any rule or regulation in violation of this Agreement, it may resort to the grievance procedure outlined in this Agreement including arbitration.

Article III – Union Stewards and Representation

3.1 The University recognizes and shall deal with all of the accredited Union Stewards and Union President in all matters relating to the grievances and interpretations of the Agreement.

3.2 A written list of Union Stewards and Officers shall be furnished to the Office of Human Resources immediately after their designation, and the Union shall notify the Office of Human Resources promptly of any changes.

3.3 Union Stewards, Officers and Officials shall, without loss of pay, be granted upon request, reasonable time off during working hours to investigate, settle and process grievances upon notice to and approval of their immediate supervisor. Such approval will not be unreasonably withheld.

3.4 The President of the Local may appoint an alternate in the event a steward is not available due to absence from work, until the steward returns to work. The name of the substitute steward shall be submitted to the Office of Human Resources of the University. The Chief Steward may serve in the place of the steward.

Article IV – Labor – Management Meetings

4.1 Labor-management meetings may be called from time to time by either the President of the Local Union or the Office of Human Resources of the University to discuss matters of mutual concern during the period of this Contract.

The request shall be made in writing and specify the area of concern to be discussed. The meeting shall be attended by not more than three (3) representatives from the Local Union; and three (3) representatives from the University. A representative from Council 81 may attend. The University and/or the Union may invite a representative as needed to address the topic(s) to be discussed. Except for matters related to the terms of the contract, the final decision shall be reserved by Management after giving due consideration to the employees' concerns expressed.

Article V – Grievance and Arbitration Procedures

5.1 A grievance is an allegation of a violation of this Agreement. Such a grievance shall be acted upon in the manner described below. Time limits may be extended by mutual written consent of the parties. Items that are not a part of Article I through Article 33 of this Agreement shall not be subject to grievance procedures. If the University fails to respond to any step of the grievance process, after the prescribed time limits, the Union may submit the grievance to the next step. Employees shall have unobstructed use of the grievance procedure without fear of reprisal or prejudice.

Any employee initiated grievance will begin with an effort to resolve the perceived violation of the agreement informally within ten (10) working days of the event that gave rise to the grievance or knowledge of its occurrence. The employee may request a face-to-face meeting with the supervisor to discuss the problem and may have a union representative present. If the problem remains unresolved after the meeting, the employee may proceed to Step One of the formal grievance process. If the grievance is about the supervisor's personal behavior toward the grievant, as outlined in the University's Non-discrimination or Sexual Harassment Policies/Procedures.

Employees may request a meeting with the Title IX representative for possible harassment or sexual harassment claims.

If an employee initiates a formal grievance at Step One (in a timely basis) without such an informal resolution effort, they may be directed back for the informal process and time limits will begin anew.

5.2 Step One – Immediate Supervisor or Department Head

The Union Steward, with the aggrieved employee, shall discuss the grievance or dispute with the Immediate Supervisor or Department Head within ten (10) working days of the grievance or knowledge of its occurrence. The grievance will be initiated by submitting a completed Grievance Form to the Department Head.

The Immediate Supervisor or Department Head shall attempt to resolve the matter and shall attempt to adjust the matter and respond to the Union Steward within five (5) working days.

5.3 Step Two – Office of Human Resources

If the decision at Step One does not resolve the grievance, the grievance shall be reduced to writing citing the complaint, the remedy sought and the relevant Articles of the Contract. The written grievance will be submitted to the Office of Human Resources within five (5) working days. The Office of Human Resources shall discuss the grievance within five (5) working days of receipt with the aggrieved employee, the Union Steward, the President of the Local or Chairman of the Grievance Committee, and the Council 81 Representative may attend but is not required. The Office of Human Resources shall respond in writing within five (5) working days of the meeting.

5.4 Step Three – Vice President or Designee

If the Step Two decision does not resolve the grievance, the grievance may be appealed to the appropriate Vice President within ten (10) working days. The Vice President shall meet with the aggrieved employee, the Union Steward, the President of the Local or Chairman of the Grievance Committee and a Representative of Council 81. The Vice President shall respond in writing within five (5) working days after the meeting.

- A. Federal Mediation. In an attempt to settle grievances amicably that are unresolved, both the Union and the University can agree to mediation overseen by the Federal Mediation and Conciliation Service (FMCS). Said service shall be mutually request in writing. Both the University and Union must agree with the mediator's recommendation in writing in order for it to be binding.

5.5 Step Four – Arbitration

If after receipt of the decision of the Vice President or Designee, the grievance has not been resolved, the Union may request arbitration by registered or certified mail to the Office of Human Resources not later than twenty (20) working days after postmarked mailing date of such decision.

5.6 During the next twenty (20) working days, the University, the Director of Council 81 or designee and the Union President or designee may meet and attempt to resolve the grievance. If this meeting fails to resolve the grievance, or if no such meeting is held, the Union may proceed to arbitration under the Voluntary Labor Arbitration Rules and the Federal Mediation and Conciliation Service.

5.7 At the arbitration hearing, the grievant shall be accompanied by such representatives as the grievant and /or the Union shall select and by witnesses who have information relevant to the grievance.

5.8 The arbitrator shall render a decision no later than thirty (30) calendar days after the conclusion of the hearing. Such a decision shall be final and binding. The award shall be in writing and set forth the arbitrator's opinion and conclusion on the issues submitted.

5.9 The arbitrator shall be without power to make decision contrary to or inconsistent with, or modifying, or amending the terms of the Agreement.

5.10 Cost of Arbitration

The costs for the services of the arbitrator, administrative fees, and the hearing room shall be shared equally by the parties. Any other expenses shall be paid by the party incurring the same.

5.11 Grievance Hearings and Meetings

Grievance hearings and meetings shall take place during normal work hours. For the convenience of both parties, grievance hearings involving employees who work a second shift shall be held as close to their starting times as practical. Employees who must attend these hearings or meetings will be excused without loss of pay.

For the convenience of both parties, grievance hearings involving employees who work a second shift shall be held as close to their starting times as practical. Employees who must attend these hearings or meetings will be excused without loss of pay.

5.12 The Union President, on behalf of the membership in those cases where there is an alleged Class Action violation of the contract, may file a grievance initially at Step Three within the ten (10) working days of the occurrence of the event giving rise to the grievance that are provided for in Step One.

5.13 It is agreed between the parties that Saturdays, Sundays and holidays shall not be applied in computing time limits in grievance procedures.

5.14 Back Pay Awards

Back pay awards will be paid within two (2) pay periods after the decision has been received unless the arbitrator's ruling is being appealed by the University. The University will notify the Union within a reasonable period if it intends to appeal.

Article VI – Seniority, Probationary Period, Layoff, and Recall

6.1 Within each Bargaining Unit, seniority shall be defined as length of continuous service with the University, except as otherwise specified in the Contract.

6.2 New employees shall serve a ninety (90) day probationary period, which may be extended up to an additional ninety (90) days by mutual agreement of the parties. During this probationary period, the employee may be discharged without recourse to the grievance procedure. Upon completion of the probationary period, the employee shall be considered permanent and placed on the seniority list retroactive to his/her date of hire.

6.3 An employee shall lose seniority standing upon voluntary resignation from employment or discharge for just cause. An employee's seniority shall not be terminated because of authorized leave of absence or layoffs unless such period of absence exceeds one (1) year. An employee who resigns and is reinstated within one (1) year shall receive credit for all seniority accrued up to the time of separation.

6.4 If a layoff in any classification is necessary or a position is to be eliminated, the University shall notify the Union and the affected employees immediately. The University and representatives from the Union will meet to determine the options available to the affected employees and other employees who would be affected by the bumping process. All affected employees will be allowed to exercise the options listed below. The University and the Union will attempt to complete this process within ten (10) working days. After the bumping process is completed, the employee to be laid off will be given at least (10) days notice by the University. Probationary employees shall be laid off before any permanent employees. Employees who are hired in a training program and while in such a trainee status, shall not bump employees who are not in a training position. Permanent employees who transfer into a training program retain bumping rights in their former classification.

A. An employee who is laid off shall be awarded any vacant position for which he/she is qualified.

6.5 If there is no such vacant position, the employee may bump the junior employee doing the similar type work in any classification at the same or lower pay grade, provided he/she has sufficient seniority.

6.6 Employees who are laid off shall be eligible for recall for one (1) year. They shall be recalled to vacancies existing anywhere in the Bargaining Unit for which they are qualified with the senior qualified employee being the first to be recalled. Failure to respond within five (5) working days to a recall or to be available to begin work with two (2) weeks following notice by certified mail shall disqualify the employee for claim to the position. Notice shall be considered given when mailed to the last address received in writing by the Human Resources Office from the employee. The employee shall be responsible for keeping the Human Resources Office informed of any changes in address.

6.7 An employee who exercises bumping rights to another position shall retain their salary.

6.8 An employee who is given notice of layoff shall be given the option to leave vacation and sick leave on the books for up to one year or receive payment for vacation at the time of layoff.

6.9 Posting of Vacancies

The University will print and provide to the Local Union President a copy of the notice of any all vacancies in Bargaining Unit positions. The University will also provide to the Local Union President notification when the vacancy has been filled which includes the name of the employee, the effective date of hire and the salary level.

6.10 A seniority list shall be provided by the University to the Local Union President quarterly each calendar year. The seniority list shall include the name, hire date, position title, and current annual salary of Bargaining Unit employee. The content of this list may be modified by agreement of the parties.

Article VII - Temporary Transfers

7.1 The University shall have the right to make temporary transfers for continuous periods up to thirty (30) days in order to meet operational requirements or to avoid temporary layoffs.

- A.** If the transfer is to a preferable and beneficial job, the most senior qualified employee from among those available shall be given preference.
- B.** If the transfer is to an undesirable job, the least senior employee shall be transferred.
- C.** An employee temporarily transferred to a position in a higher class shall be paid at the lowest rate of such class, which exceeds his or her regular rate of pay. If the employee is transferred to a position in the same or lower class the employee shall suffer no reduction in pay.

D. Any job that requires more than thirty (30) days of temporary transfer shall be considered an available job.

Article VIII – Bidding, Transfers, and Promotion

8.1 Applications for promotion and for lateral transfer within the same job classification will be given preference based upon skill, experience and ability. Seniority will control in cases where employees have relatively equal qualification, experiences, evaluations, and other relevant factors. No employee who makes a lateral transfer shall receive a decrease in salary except transfers to federally funded positions. In no case will transfers be assigned for disciplinary reasons.

8.2 The University reserves the right, regardless of seniority, to transfer any employee who has suffered an injury permanent in nature, such as to render him or her unable to continue with his or her usual occupation after the University has made reasonable accommodations. The reasonable accommodations may not cause undue hardship in the University. The transfer will be to an available position for which the employee is qualified at the established rate of pay for such work. Any employee transferred shall retain in the new department the same seniority as in the department from which he or she was transferred. The University, before making such transfers, will discuss the case with the Union.

Reasonable accommodations include those things that are needed to perform the essential duties of the job. The accommodations can be adjustments to workplace environment or job responsibilities such as changing work schedules, reassigning job responsibilities, removing architectural barriers and offering auxiliary aids.

8.3 All persons promoted shall serve a ninety (90) day probationary period in the new position. If Management or the employee determines that he/she is unable to satisfactorily perform, he/she shall be returned to their previous position within the ninety (90) day probationary period.

Article IX – Nondiscrimination

9.1 The University shall not discriminate with respect to any term or condition of employment against any employee covered by this Agreement because of membership in the Union or legitimate activity on behalf of the members of this Bargaining Unit, nor will the University encourage membership in another Union. The University shall not discriminate on the basis of race, sex, sexual orientation, age, marital status, national origin, disability, veteran status or membership or non-membership in the Union.

9.2 The Union recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the Bargaining Unit without discrimination, interference, restraint or coercion based on race, sex, sexual orientation, age, marital status, national origin, disability, veteran status and/or membership or non-membership in the Union.

9.3 The provisions of this Agreement shall be applied equally to all employees in the Bargaining Union without discrimination as to age, sex, sexual orientation, marital status, race, color, creed,

national origin, disabilities that do not affect job performance with reasonable accommodation or political affiliation. The Union shall share equally with the University the responsibility for applying this Article.

Article X – Sexual Harassment, Harassment

Employees will not be subject to sexual harassment, harassment, verbal abuse or physical abuse. Sexual harassment shall be defined as unwelcome sexual advances, requests for sexual favors and generally suggestive comments or conduct. Complaints of harassment, verbal abuse or physical abuse may be filed by either the employee(s) or the Union and shall be accepted by the Title IX Officer. The University agrees to fully investigate all complaints of sexual harassment, harassment, verbal abuse or physical abuse and to take corrective action when appropriate.

Grievances under this section may be filed at the appropriate level of the grievance procedure so that people involved in the complaint will not be required to hear the grievance. A Union representative may be present at the grievance meeting.

When an employee alleges verbal and/or physical abuse, by a student or visitor, the University will investigate and take appropriate action.

Article XI – Holidays

11.1 The following and such other days as the Governor may designate, shall be holidays with pay:

- A. New Years Day
- B. Martin Luther King's Birthday
- C. Good Friday
- D. Easter Monday (Easter Day Residence Life)
- E. Memorial Day
- F. Independence Day – July 4
- G. Labor Day
- H. Election Day (in even number years only)
- I. Thanksgiving Day
- J. Friday following Thanksgiving Day
- K. Christmas Day

11.2 In celebration of the Christmas season and in order to make up for the other holidays which are not celebrated by the University because of special class schedules, the University will close between December 24th and January 1st inclusive and employees will be paid at their regular rate for all days during this period in which they would normally work. When January 1st falls on a Sunday, the holiday will be celebrated Monday the 2nd.

11.3 Employees who are not working a regular Monday through Friday shift, and whose regularly scheduled day off falls on a holiday, shall be given the next regular work day off to compensate for the holiday. If the employee is required to work on the next regular workday, he or she shall then be paid extra at time and one-half in lieu of the holiday.

11.4 An employee required to work on a holiday shall receive time plus one-half for all hours in addition to the employee’s regular pay for that day. An employee required work on an “other day off with pay” shall be given compensatory time off, in addition to the regular pay for that day.

11.5 Any holiday which falls on a Saturday shall be observed on the previous regular workday. Any holiday which falls on a Sunday, shall be observed on the next regular workday.

11.6 If a holiday falls during an employee’s scheduled vacation, such employee may be granted an additional day of vacation.

11.7 Employees who have unexcused absences on the day before or the day following a paid holiday shall not be paid for the holiday.

11.8 Holidays will commence at midnight.

Article XII – Vacations

12.1 Following the ninety (90) day probationary period, all permanent employees of the University who regularly work twenty (20) hours or more per week, shall be entitled to a paid vacation each year which shall accrue and be calculated on the following basis for full months worked retroactive to the date of hire.

Vacation accruals will be based upon employee’s anniversary date.

	Accumulated Rate Per Month	Number of Days Annual Leave
First partial year	1.00	Varies
First full year	1.00	12
Second through fifth year	1.08	13
Sixth year	1.33	16
Seventh year	1.43	17
Eighth year	1.50	18
Ninth year	1.58	19
Tenth through fifteenth year	1.67	20
Sixteenth through twentieth	1.75	21
Twenty-first year and thereafter	1.83	22

12.2 Vacation benefits are prorated for employees working less than thirty-five (35) hours per week or fifty-two (52) weeks per year. A “day” shall be the regular number of hours worked by the employees on each of five (5) days during the week or one-fifth (1/5) of the number of hours regularly worked in a normal work week.

12.3 Vacations shall not be accumulated from year to year but must be taken before the end of the next succeeding fiscal year after the year in which the vacation days were earned except that

an employee may elect to carry ten (10) earned vacation days forward into the subsequent twelve-month period.

12.4 An employee leaving the employment of the University due to retirement, death, voluntary resignation, layoff or dismissal, and is entitled to vacation benefits at the time of such termination, shall receive pay in lieu of their vacation for all unused vacation days accrued during the twelve (12) months immediately preceding the termination date plus the 10-day carry forward, if any, as provided by Section 12.3 of this Article.

A. An employee who resigns from the University shall be required to give two (2) weeks written notice in order to be paid for vacation time.

12.5 Vacation time preference will conform to the operational needs of the University as determined by the supervisor and be granted on the basis of seniority. Approval shall not be unreasonably withheld.

12.6 Pay for all vacation will be based on the rate of pay of the employee at the time of vacation.

12.7 Vacation will only accrue for those months during which the employee is actually at work and/or on paid leave for a total of fifteen (15) days during the month.

12.8 If a holiday falls within a scheduled vacation period, the employee is entitled to an additional day of vacation to compensate for the holiday.

12.9 An employee who is terminated or discharged after three (3) full calendar months or more of continuous service shall be paid for any unused accrued vacation time.

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

Article XIII – Sick/Illness, Bereavement and Parental Leave

13.1 Sick leave shall be defined as those periods of illness, either physical or mental that would incapacitate an employee from performing his or her regular duties. A physician's statement certifying the medical justification for an employee's absence will not normally be requested for less than three (3) days consecutive absence. However, should there be an attendance pattern which appears to warrant it, the employee shall be notified in writing that a physician's certificate will be required for all future absences. This certification requirement will be reviewed each six (6) months following such notification.

- A. Certification should include the following components based upon HIPAA privacy regulations:
1. A written statement from the medical provider indicating that the employee is required to be absent from work due to illness;
 2. The duration of absence from work;

3. Prognosis of employee's ability to return to work within HIPAA Privacy regulations;
4. Title and original signature of an accredited, licensed or certified medical provider;

Employees taking time off and not complying with the conditions of Section 13.4 will not be paid for time off.

13.2 Sick leave shall be earned by all employees from the commencement of employment but paid only after the ninety (90) day probationary period. Time worked as an emergency, temporary, or seasonal employee when followed immediately by permanent appointment, shall be included in computing length of continuous service.

13.3 One and one-quarter (1-1/4) days of credit for sick leave will be granted for each calendar month of continuous service in which the employee has worked or been on paid vacation for more than one half of the normal workdays each calendar month. An employee who has exhausted accumulated sick leave may use earned vacation for these purposes.

13.4 In order to qualify for sick leave, employees must comply with the following conditions:

A. Notify their supervisor no later than one half (1/2) hour before or one half (1/2) hour after commencement of work as to the general nature of the illness and expected time when they will return to work. Failure to give notice will cause the employee to be unexcused and absent without pay. Failure to give notice will be waived by the employer only in extreme cases where there is evidence that the employee was unable to get word to the employer in the time prescribed.

13.5 Employees injured in the performance of their assigned duties will be covered by Worker's Compensation. Time lost due to such injuries will not be chargeable to sick leave or vacation in accordance with Sec. 5933, Title 20, Del Code. The employee will receive full pay to the extent of accrued sick leave and/or vacation time and only the difference between the Worker's Compensation payment and his/her regular salary will be paid after the Agreement to Compensate has been received. After the Agreement to Compensate has been received, any sick leave or vacation time charged will be reinstated and all overpayments or under payments to salary will be adjusted. Worker's Compensation checks will be given to the employee.

13.6 Sick leave shall accrue to a maximum of sixty (60) work days. A state employee who transfers to the University from another State agency shall be credited with prior accrued sick leave not to exceed maximum accrual upon written notice from the prior employing agency and provided there is no interruption in service.

13.7 At the end of each fiscal year, or upon termination other than retirement, all employees who have accumulated sixty (60) days of sick leave shall receive payment at the rate of one-half day's regular pay for each sick leave day in excess of sixty (60) days which has accumulated during the current fiscal year. In the event of death of the employee, payment shall be made to his/her

estate at the rate of one day's pay for each day of unused sick leave up to a maximum of sixty (60) days.

13.8 The University shall maintain accurate records of sick leave and such records shall be available to employees and the Union at reasonable times during working hours.

13.9 An employee who becomes confined in a hospital or nursing home as a result of sickness or injury while on leave with pay, may have those days of confinement charged against accumulated sick leave by immediately notifying the employee's Director of such confinement. In all other cases, the classification of leave shall be determined at the time of the employee's departure from the job and cannot be changed even though the employee may become sick while on leave.

13.10 Bereavement Leave

Five (5) days of leave with pay will be granted when death occurs in the immediate family (mother, father, foster parents, husband, wife, (to include civil union), father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, sister, brother, son, daughter, grandparents, grandchildren, stepparent, , stepchild, stepbrother, stepsister and foster children. Additional days without pay may be granted if special circumstances warrant. If more time is needed, accrued annual leave may be used for this purpose. Documentation may be requested within the categories listed above.

One (1) day of leave with pay will be granted when death occurs outside of the immediate family. Documentation may be requested to verify the need for this type of leave to be approved.

13.11 Illness on the Job

An employee who becomes ill at work and has worked for at least two (2) hours, may be given permission to leave by his or her supervisor in order to be paid for the balance of the work day without charge to sick leave. This is a privilege which is provided for illness and not for the purpose of coming to work for two (2) hours so as not to be charged for the balance of the day. This privilege shall not be provided for an employee who has used it two (2) or more times during the fiscal year.

13.12 Job Related Disability

A permanent employee who has a job related disability shall be returned to his/her job if the period of disability does not exceed six (6) months. An employee with three (3) or more years of continuous service, who is disabled on or off the job, shall be returned to his/her job if the period of disability does not exceed six (6) months. If the period of disability extends beyond this allotted period, the employee's employment shall terminate but he/she will be returned to the same job if it is unfilled at the termination of the disability or to a comparable job when there is an opening. If no comparable position can be found, the employee will be given first consideration on the next opening for which he/she is qualified.

13.13 Parental Leave

Employees requesting parental leaves of absence are required to notify their department heads at least one (1) month prior to the date of the requested leave in order that replacements can be arranged during the time of their leave of absence. It is expected that the employee will follow the advice of a physician as to the length of time to be worked during pregnancy and furnish such information in writing to the Human Resources Office.

A request for paternal leave carries with it the intention to return to full-time University employment when the period of temporary disability ends. Employees taking paternal leave shall have their life insurance and their individual share of health insurance (where applicable) continued by the University in accordance with Family and Medical Leave Policy/Procedure.

Employees may request and be granted other unpaid leave if they are eligible for the University's Family and Medical Leave Policy issued in accordance with the Family and Medical Leave Act. Any employee that qualifies for FMLA approved unpaid leave shall have his/her health insurance coverage continued and paid for by the University to the extent required by the Federal Family and Medical Leave Act.

After that date, the employee may continue health and life insurance programs at his/her expense. Employees entitled to sick leave benefits, who choose to continue their employment during pregnancy, will be entitled to sick leave benefits if they are certified by their physician as being unable to work due to their condition caused or contributed by pregnancy, miscarriage, abortion, childbirth, and recovery therefore, on the same basis as other employees on paternal leave incurring non-occupational illness. An employee on paternal leave who resumes active University employment will return to the same or comparable position held at the time of beginning paternal leave.

Article XIV – Family and Medical Leave and Donated Leave

14.1 Integration of Sick Leave and Family and Medical Leave

The purpose of this policy is to set the University's Policy for providing leaves of absence to eligible employees in accordance with the Federal Family and Medical Leave Act of 1993. The Family Medical Leave Act will be known as Exhibit B.

When an employee requests and is granted leave for reasons defined as "qualifying events" under the Family and Medical Leave Act (FMLA), the employee may use accrued sick leave, to the extent it is available, for any portion of that leave pursuant to the provision of this Agreement on FMLA. In all instances where leave is granted pursuant to the FMLA, employees must exhaust all accrued paid leave, including sick, personal, and annual, prior to moving to unpaid Family and Medical Leave. Leaves under FMLA will not be considered when determining if any employee has a satisfactory attendance record.

14.2 Donated Leave Policy

The purpose of this policy is to aid employees suffering from catastrophic illnesses by enabling them to draw upon sick and annual leave donated by other employees. The Donated Leave Policy will be known as Exhibit C.

Article XV – Military Service Leave

15.1 “Armed Forces” are defined to include Army, Navy, Marine Corps, Air Force, and Coast Guard. “Reserve Components” are defined to include the federally recognized National Guard and Air National Guard of the United States, the Officer Reserve Corps, the Regular Army Reserve, Air Force Reserve, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve, and Coastal Reserve.

15.2 The seniority established by those employees entering military service will be protected and for seniority purposes they will be given credit for military service.

15.3 An employee who is required to take off from work for examination for induction into the Armed Services will be paid for that day or portion thereof not worked. Payment will be made at that 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 their regularly scheduled shift hours shall be compensated similarly.

15.4 Employees who have three (3) or more years of employment with the University and who are affiliated with the Armed Forces or Reserve components will be paid their regular salary in addition to military pay when called to active duties by official State or Federal Declaration, under emergency conditions, or for annual training, up to a maximum of ten (10) days per year plus up to two (2) days in addition to be used for travel. Employees with less than three (3) years of service, will be entitled only to the greater of their University or military pay.

15.5 In order to receive payment of salary, an employee must file prior to his or her leave, a copy of the official orders with the Human Resources Office of the University and upon return, a certification from his or her Commanding Officer of performance of duty in accordance with terms of the orders.

15.6 Full Service credit with the University is to be allowed to the extent provided by the laws of Delaware for all permanent State employees for time spent in the military service, providing the employee goes directly from University employment into military service and make application for re-employment within ninety (90) days after being released under honorable conditions from such military service. The University shall provide for the re-employment of returning veterans in accordance with provisions of the applicable Federal and State laws and the terms of this Agreement.

15.7 It shall be the policy of the University to guarantee to its permanent employees who, during a national emergency, volunteer or are called for active military service, a position upon their return to civilian life equal to the one they left providing that the requirements set forth in the above paragraphs are fulfilled.

15.8 Permanent employees who, after ninety (90) days service, volunteer or are called for active military service, shall be paid from the date they leave the University employment for all accrued vacation to their credit at that date. The employee, at his or her discretion, may elect not to be paid for vacation but to leave it to his or her credit for use upon returning to the University.

15.9 These same policies shall be applicable to permanent employees who at any time are subject to the provisions of the Selective Service Act.

Article XVI – Authorized and Unauthorized Absences

16.1 Unauthorized Absence – Automatic Termination

An employee absence from his or her position for more than three (3) working days without prior notice by the employee to his or her immediate supervisor shall be considered to have voluntarily abandoned employment with the University. Such abandonment shall be final unless said employee upon return, furnishes satisfactory evidence to the University (as determined by the Office of Human Resources) for not having given prior notice. If an employee has a no call, no show for three (3) consecutive work days, the employee may be subject to progressive discipline.

16.2 Authorized Absence

An employee may apply in writing to his or her appropriate Vice President for a leave of absence without pay for a period not to exceed one (1) year for reasons of personal illness, illness in the immediate family, disability, for the purpose of furthering the employee's education or training for other valid reasons. The Vice President will forward the request with his or her recommendation to the Office of Human Resources who in turn may submit the request for final approval to the President. During such a leave, the employee will earn no seniority or other employment benefit except that, subject to the laws of Delaware and the terms of insurance policies then in effect. The employee may continue such insurance and pension benefits at his or her expense to the extent they are eligible.

16.3 Union Leave

Up to 42 worker days leave with pay over the term of this Agreement, shall be granted to the Union for conferences, seminars, workshops, conventions or other Union functions. Request for leave shall be made to the Office of Human Resources at least one (1) week in advance. Leave under this section will be granted subject to the operational needs of the University and taken in increments of no less than one-half (1/2) day.

16.4 Personal and Emergency Leave

Throughout the year as urgent and compelling business may occur, permission for a day's leave of absence with pay shall be given up to four (4) days, effective July 1st in each fiscal year. The leave shall be allowed only for urgent and compelling personal business and shall not be cumulative nor carried forward to subsequent fiscal years. Personal leave will not be denied

except in those cases where the employee's absence will create a serious operational problem for the University. Personal leave shall not be allowed without written permission of the supervisor either immediately before or immediately after any other day off nor as part of a vacation period, either with or without pay.

16.5 Leave for Voluntary Fire Duty

Any employee who is an active volunteer firefighter and responds to a fire, rescue, ambulance, or other emergency call during the eight hours immediately prior to his/her shift, shall be permitted to come in at a time arranged between the employee and his/her immediate supervisor after the start of his/her shift to allow for the emergency and the proper amount of rest without loss of pay or charge against any leave.

Article XVII – Jury Duty/Subpoenaed as a Witness

17.1 In recognition that it is the obligation of every citizen to serve as a juror when called upon to do so, an employee called for jury duty or subpoenaed as a witness will be granted a leave with full pay. An employee will be excused with pay for jury duty, but the employee must return to work if excused by the court clerk with enough time arrive at the University with one (1) hour or more remaining in the employee's shift. If the employee fails to do so, he/she will be charged annual leave.

17.2 Night shift employees who normally work would not be expected to work during this period of jury duty and shall be similarly compensated.

Article XVIII – Safety and Health

18.1 The University and the Union shall cooperate in the enforcement of safety regulations. No employee shall be required to work in a situation, which is unsafe or unhealthy. This provision shall not be applied to variances in temperature which simply cause uncomfortable condition which simply cause an inconvenience to the employee.

18.2 In the event an unsafe or unhealthy situation is alleged to exist, the condition will be reported to the employee's supervisor. If the unsafe or unhealthy condition is not corrected promptly, the problem shall be investigated by the shop steward. If the shop steward determines that a possible unsafe or unhealthy work situation exists, he/she shall report the condition to the University's Director of Facilities for appropriate action. If the Director of Facilities does not agree with the opinion of the shop steward, the matter will be referred to the Safety Committee. During any period of dispute, or while an unsafe condition is being corrected, Management may relocate employee(s) to do their same type of work in areas where the alleged unsafe condition does not exist.

18.3 A safety committee consisting of three (3) representative of the University and three (3) representatives of the Union shall be appointed for the purpose of eliminating unsafe and unhealthy work situations and to educate employees in safe work habits.

18.4 The University will, at its expense, provide protective clothing, boots, and safety equipment, which, in the joint opinion of the University and the Union, are necessary for the protection of employees in the Bargaining Unit.

18.5 The University shall provide uniforms and personal safety equipment for Residence Life staff.

18.6 When the University cancels classes because of hazardous road conditions, nonessential employees may take a personal leave day or annual leave by calling in to their supervisor or the Public Safety Office to make known their intentions. Essential employees are expected to have made personal arrangements for inclement weather emergencies. Essential employees are those who are engaged in providing food, housing and safety for resident students and protecting University property from the elements.

When the Governor of the State declares a “snow emergency” for Kent County, non-essential employees will be excused from reporting to work without loss of pay and essential employees who report for work will be paid their regular pay plus additional pay at their straight time rate. Nonessential employees will be paid extra for reporting to work during a declared emergency only if they are specifically requested by their supervisor to report, in which case they will be compensated the same as essential employees.

Regardless of whether an official State of Emergency is declared, nonessential DSU employees will be excused from work whenever the Governor excuses employees of the Executive Branch from reporting to work during extreme weather conditions, other natural or man-made disasters.

Article XIX – Discipline Action

19.1 No employee shall be disciplined, reprimanded or reduced in rank without just cause.

19.2 Discipline is to be progressive and may consist of oral reprimands, written warnings, suspensions, demotion or discharge. Written notice of intent to suspend, demote or discharge an employee must be given to the employee not less than three (3) days prior to the proposed action.

All permanent employees shall have the right to Union representation during every phase of disciplinary action including meeting with management or supervisor, which might result in disciplinary action. Any such disciplinary action shall be taken with due regard to the employee’s right to privacy.

19.3 A grievance involving suspension or discharge shall be initiated at Step Two of the grievance procedure within the time period provided for Step One and every effort will be made to expedite the grievance process in such cases.

19.4 Employees shall be entitled to a pre-termination hearing, provided they submit a written request for such hearing to the appropriate Vice President within three (3) working days of receiving written notification.

Disciplinary action shall be taken within ten (10) working days of the event giving rise to the action or within ten (10) work days of the employer's knowledge of the occurrence.

19.5 Should it be determined that any employee was discharged without just cause, such employee shall be restored to his or her former status. Any award of back pay shall have credited against it any earnings, compensation or remuneration received by the employee from other employers during the period involved.

Disciplinary action will be active for 18 months in the employee's file and beyond the period shall be retained for financial documentation purposes only.

Article XX – Health and Welfare

20.1 All full-time employees who have been in continuous service with the University for ninety (90) days shall be eligible to participate in the hospitalization programs as provided by the State of Delaware for State employees.

20.2 Permanent part-time employees are eligible to participate in the group but are not eligible for State Share. Therefore, if they join the plan, they must pay the full cost of the health plan they select (part-time employees are employees who work less than 30 hours per week).

20.3 The University will provide each eligible full-time employee, with life insurance in an amount equal to twice the employee's regular annual salary. The entire cost of this program is to be paid by the University. Coverage may be reduced at age 65 with any decreases limited to the amounts allowed by the Age Discrimination Employment Action (ADEA).

20.4 The University agrees to assume the full cost of income protection under a group disability insurance program for all eligible full-time employees under the age of seventy (70). Should a covered employee become disabled due to accident or sickness and not be able to work, the employee will receive two-thirds (2/3) of his or her regular pay (reduced by any Worker's Compensation, State Pension or Social Security benefits or any continuation plans) beginning on the ninety-first (91st) day of such disability for as long as five (5) years, but not past age seventy (70) in accordance with the conditions of the insurance policy approved by the State Insurance Commissioner.

20.5 Worker's Compensation, Unemployment Compensation, Social Security, the State of Delaware Pension Plan, and the State of Delaware Disability Pension Plan shall cover employees. Employees must meet the eligibility requirements of these various programs.

20.6 Employees in the Bargaining Unit shall have parity with the faculty of the University with respect to fringe benefits in the areas of insurance, health coverage, pension, etc. Any new or improved coverage provided for faculty members shall be provided to members of the Bargaining Unit at the same time. If a benefit provided to the faculty is inappropriate to the employees covered by this Agreement, an alternative benefit of equal value may be substituted by mutual agreement.

20.7 Should the employees establish their own group dental plan, the University will fully cooperate by providing payroll deductions and assisting in the administration of the plan.

Article XXI – Bulletin Boards and University Facilities

21.1 The University agrees to provide reasonable bulletin board space where the Union may post notices of official Union matters.

21.2 Employees of these bargaining units may obtain student privilege for attending athletic events by paying the University an amount equal to the prevailing Student Activity Fee.

21.3 The University will provide the Union with office space for the Union’s exclusive use within six (6) months. The office will include a lockable desk, lockable filing cabinet and at least two (2) chairs.

21.4 The University agrees to list the name of the Union and officers in the University phone directory.

Article XXII – Visitation

22.1 Officers and accredited representatives of the Union shall, upon request, be admitted to the property of the University for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for the investigation and processing of grievances.

22.2 The exclusive bargaining agent and/or Union officers/members may not distribute organizational literature or otherwise solicit University employees during working hours in areas where the actual work of employees is being performed in such a way as to hinder or interfere with the operation of the University or its various functions.

Article XXIII – Working Conditions

23.1 The cost of furnishing and maintaining uniforms, protective clothing and devices required by the University will be borne by the University.

23.2 The University agrees to provide a mileage allowance according to the federal government rate of fifty four cents (\$.545) per mile or the rate approved by the General Assembly, whichever is higher, to those employees who are required to use their private vehicles in the course of University duties.

23.3 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 day’s shift. The overtime schedule may be programmed to permit employees to return home during the meal period as a matter of convenience to the employees upon mutual agreement.

23.4 The University shall furnish a meal without charge to any employees who are required to work ten (10) continuous hours or two shifts within a twenty-four (24) hour period. All meals so provided shall be taken in the student dining hall at the regular meal time. If meals are not

available in the student dining hall, the employee shall receive a \$5 payment as an allowance for providing his or her own meal during periods of overtime that encompass a normal meal hour.

23.5 An employee who is required to return to work at a time not contiguous with the regular starting or quitting time shall be credited for pay purposes with not less than three (3) hours of work at the appropriate overtime rates.

Article XXIV – Hours of Work and Premium Rates

24.1 The normal, regular work day for full-time employees shall consist of seven (7) hours, exclusive of one (1) hour for a meal, and the regular work week of five (5) days for thirty-five (35) hours. The workweek shall normally be Monday through Friday inclusive. However, Management in certain academic and student support service areas may require a work schedule that permits the facility to remain open seven (7) days each week. In such cases, that workweek shall consist of any five (5) days, Sunday through Saturday with two (2) consecutive days off. Bargaining Unit employees shall be allowed two (2) fifteen minute break periods per day. Break times will be taken consistently with operational needs of the University. All employees cannot leave at the same time where more than one is in the office.

The parties agree that an alternative four-day workweek may be desirable to increase service to the University and enhance the quality of the employee's work life. Therefore, employees may voluntarily request to work a four-day workweek subject to the following:

- A. Employees may request to work 35 hour/4 day week during the summer months only (beginning the day after commencement until the week before the fall school year begins).
- B. The work shall be for consecutive days. Preference within each work unit shall be based on seniority.
- C. Employees working a 40-hour schedule shall work ten (10) hours per day.
- D. Employees working a 35-hour schedule shall work two days of nine (9) hours each and two days of eight and one-half (8-1/2) hours each.
- E. Employees who desire to work the four day schedule shall request to their supervisor in writing within thirty (30) days of the ratification of this Agreement.
- F. Employees who elect the four day workweek may opt out after six months and return to their former schedule.
- G. Starting and quitting time under the four day workweek shall not vary more than two hours from those of the five day workweek previously worked by the affected employee.

- H. It is at the sole discretion of the appropriate supervisor to approve or disapprove this change of work hours based upon the operational needs of the department. Requests shall not be unreasonably withheld.
- I. Any week where the employee does not work the full four (4) days for any reason, shall be treated as follows:
 - 1. Planned Leave – Employee shall revert back to five (5) day work week
 - 2. Unplanned Leave – The day off must be charged for the actual hours of time missed for that day, i.e. sick or vacation leave.
- J. No overtime compensation rules shall apply during alternate work schedules.

24.2 Overtime Compensation

Work performed prior to or beyond the employee's regular work hours in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at the rate of one and one-half (1-1/2) the employee's regular rate of pay for such service. For the purpose of overtime, calculation of accrued benefit hours will be included. Overtime will be paid within two pay periods of the date when it is earned unless there is a dispute about the overtime. The employee will be notified at the time of the dispute.

24.3 Time and one-half shall be paid for hours worked in excess of eight (8) hours per day or forty (40) hours in any work week. Straight time shall be paid for all hours worked up to eight (8) hours in one (1) day or up to forty (40) hours in one five (5) day week. An employee may elect compensatory time in lieu of payment. Compensatory time shall be calculated at time and one-half hours for work in excess of eight (8) hours per day or forty (40) hours in any workweek. Compensatory time should be approved prior to the commencement of work and in writing. Compensatory time can be accumulated up to 140 hours. All hours over 140 must be paid.

24.4 Overtime shall be divided and rotated as equally as possible within the department among those employees who regularly perform such work. Assignment of overtime shall be made on the basis of seniority with each employee who regularly performs the work being given the opportunity to work in accordance with employee's seniority. If an employee entitled to work the overtime assignment refuses it or cannot be contacted or is not available, the overtime is then assigned to the next senior employee who regularly performs the work. Each employee has a right of refusal except that if management determines that overtime is to be worked, and all employees refuse, the overtime will be rotated in inverse order of seniority among those employees who normally perform the work.

24.5 In the event a department needs additional employees because an assignment requires more employees than the department has who normally perform the work, this overtime work shall be divided and rotated as equally as possible among those employees in the Bargaining Unit who regularly perform such work in the same manner as stated in Section 24.4.

24.6 Shift Premiums

Employees regularly employed on the second shift shall receive, in addition to their regular pay, a premium of sixty (\$.60) cents per hour for such work. Employees regularly employed on the third shift shall receive, in addition to their regular pay, a premium in the amount of sixty-five (\$.65) cents per hour for such work.

24.7 Call-In Pay

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

Any employee who is called (telephone) outside of normal work hours shall be compensated for that time in either compensatory time or overtime at the rate of time and one half (1-1/2). Time will be earned in one-half hour increments. Resident Hall Managers are not eligible for call-in pay.

24.8 Employees in the Bargaining Unit required to work when all other employees are released by the President or his designee, exclusive of faculty and students, due to inclement weather shall receive compensatory time off for such time worked when taken within sixty (60) days.

24.9 Assistant Resident Managers work seventy (70) hours per week, during the entire calendar (12 months). The shift for which the Assistant Manager works is 11:00 p.m. to 6:00 a.m.

Article XXV – Education

25.1 Any classes taken that exceed the employees scheduled lunch and two (2) fifteen minute breaks, the employee must submit a leave request for the unscheduled time he/she is away from their assigned department.

25.2 Employees enrolled in undergraduate or graduate classes at DSU and are eligible for employee tuition benefits are responsible for all student fees pursuant to University regulations.

25.3 Classroom instruction for employees at Delaware State University will be made available and is encouraged.

25.4 A full-time employee may take up to a combination of nine (9) credit hours of instruction per semester and during the summer sessions free of tuition distributed as follows: nine (9) undergraduate credits or six (6) graduate credits only at Delaware State University. The Office of the Provost, employee's Department Administrator and the Office of Human Resources must approve the program of study. The courses taken by employees must have sufficient enrollment, excluding employees, to justify the course offering.

25.5 Employees who are regularly scheduled to work less than a regular thirty-five (35) hour week, but more than twenty (20) hours per week shall be entitled to three (3) credit hours of instruction per semester free of tuition. Employees who work twenty (20) hours or fewer per week shall not be entitled to instruction.

25.6 Any employee may voluntarily take classes at Delaware State University during their lunch hour but must still work 35/40 hours a week or regularly scheduled hours. The supervisor will authorize the schedule adjustment as operational needs allow. Supervisor approval will not be unreasonably withheld. Participation in class(es) will not be considered compensable time.

25.7 When an employee takes courses other than those described as eligible for this benefit, then all Regular University fees (including registration) shall be charged.

25.8 The University will pay fees for off-campus training of employees when necessary instruction is requested by the University and is directly related to the University program or special requirements peculiar to State employees.

25.9 It shall be the responsibility of the University to provide necessary training when new equipment and/or processes are introduced, and it will be the responsibility of the employee to learn how to use the new equipment and/or processes.

25.10 The University offers a Tuition Benefit Program to be used by employees for unmarried dependent children 26 years of age and younger. Eligible employees shall be granted 100% tuition remission per semester for dependent student.

The child must be a natural child, legally adopted, stepchild (claimed as a dependent by the eligible employee/step parent) or a child under the legal guardianship of the eligible employee at the time the benefit is paid. (Documentation is required from an authorized agency for verification e.g. birth certificate, legal adoption document); and

The parent(s) must provide over half of the child's total support for the year (including food, clothing, shelter, education, medical expenses and recreation). Current tax return filing required for verification.

100% tuition benefit shall be implemented on tuition fees only. All other University fees (student activities, health fee, housing, meal plan, parking, identification card, etc.) shall be the responsibility of the student.

Tuition Benefit can only be used for full-time undergraduates who have been officially accepted by the University Admissions Office.

The Tuition Benefit program is only for undergraduate programs.

Only one dependent child is eligible for the Tuition Benefit Program in any semester.

A dependent child is only eligible for the Tuition Benefit Program for four (4) years.

Article XXVI – Classification Changes and New Jobs

26.1 Consistent with the University’s inherent right to manage the University. 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.

26.2 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. Should a new job be added to the Bargaining Units, or an existing job is substantially changed, the parties agree to meet promptly to negotiate a rate for the position. The University shall not deliberately attempt to reduce the Bargaining Units by arbitrary changes in title or by the creation of new classifications.

26.3 Position audits may be conducted from time to time by the University on its own initiative or upon request by an employee or the Union for the purpose of determining whether or not an employee is performing the duties as required by the job description. When such an audit is conducted, the employee and/or Union may request a report of the findings and the University will provide such a report within a reasonable time from the date of the request.

The Human Resource Office will complete job audits within thirty (30) days from the time the request for audits is received. Copies will be sent to the Union President, the employee and the supervisor.

26.4 The Union will be furnished with copies of the job descriptions for all positions in the Bargaining Units, which are, incorporated herein by reference.

26.5 Job Descriptions

Other duties as assigned – Employees asked to perform other duties as assigned shall not be required to perform duties in a higher classification or duties that are comparable to other job classifications.

26.6 Performance Evaluations

Section 1: Performance Ratings

Each employee shall receive a written performance evaluation(s) at the end of their probationary period and annually. The purposes of the performance evaluations are to establish a communication tool to ensure that employees are performing at acceptable levels and to provide a means by which to document performance and to establish a procedure for correcting performance problems should they occur. An employee shall be rated on performance goals and objectives established by the supervisor and the employee at the beginning of the review period. Employees shall receive performance ratings, which will be as follows:

1. Outstanding
2. Above Standards
3. Meets Standards
4. Below Standards

5. Unsatisfactory

Section 2: Expectation Meeting (Establish Goals and Objectives)

Annually: Supervisors will meet with employees and review performance objectives in writing once a year during the beginning of the ratings period.

At the expectations meeting, the supervisor and the employee will discuss the specific expectations and performance factors to which the employee will be held accountable. The supervisor and the employee will establish the employee's performance goals and objectives for the upcoming year. This review may include a review of the employee's written position description, which accurately explains the incumbent's duties and responsibilities upon which the employee will be evaluation by the supervisor. Performance factors and performance goals and objectives should be reasonably specific, attainable, measurable, and job-related. The expectations meeting will be documented in writing and signed by the supervisor and employee.

Section 3: Probationary Performance Evaluations

A. Probationary Period Evaluation:

An expectations meeting will be held with each employee at the time of hire.

Prior to the end of the employee's probationary period, the supervisor to whom the employee is assigned, will prepare a written performance evaluation of the employee.

The employee and the supervisor will meet to discuss the end of probationary period performance evaluation, and will document in writing the results of the discussions to be included in that documentation:

1. Any modifications made to the employee's job description will be discussed with the Union pursuant to Article 26.2. It is further understood that the University reserves the right to promote employees, in accordance with this Agreement.
2. Specific tasks and standards established by the supervisor, and the employee, that will assist the employee in accomplishing the employee's overall objectives for the next evaluation period:
3. Any training needs established.

B. Employee Performance Evaluation

The supervisor will prepare a written performance evaluation on or before December 1 of each calendar year. If the employee's performance deteriorates during the current rating period, the supervisor must conduct an evaluation. If a mid-year performance evaluation is necessary, the supervisor must meet to discuss the mid-year evaluation and will document in writing the results of the discussion and will include in that documentation:

1. Any modifications made to the employees job description that will alter an employee's bargaining unit status; it is understood and agreed that the University

will advise the Union thirty (30) days in advance of the proposed date of modification to the employee's job description.

2. Specific tasks and standards established by the employee and the supervisor, which will assist the employee in accomplishing his/her overall objectives for the next evaluation period.
3. Any training needs established.

When an employee did not have an opportunity to perform work described by a performance standard of goal and objective, that standard or goal and objective will not be considered in the year-end performance evaluation. All applicable performance factors and goals and objectives will be applied fairly and objectively. The University shall take into consideration impediments to an employee's job performance, which are beyond the control of the employee. Time off on approved leave (sick, personal, annual, etc.) and authorized time for Union representational purposed and other authorized activities will not be considered negatively in the application of performance factors and performance goals and objective, provided that where an employee has been placed on notice regarding a sick leave usage problem, the employee's sick leave usage may be taken into account.

Section 4: Less than Satisfactory/Needs Improvement Performance

In the event a supervisor concludes that an employee's job performance is at a level, which will result in an evaluation below "Meets Standards", therefore jeopardizing his/her continued employment, the Union will be notified and the employee will be given a reasonable amount of time to correct the performance deficiencies before a follow up evaluation is conducted.

Article XXVII – Classification and Salaries

27.1 All permanent employees in the Bargaining Unit shall receive an increase in their annual pay to the extent and at such time as that increase is specifically appropriated by the General Assembly of the State of Delaware during each fiscal year.

27.3 The Salary Guide attached will be known as Exhibit A, and all new employees shall receive pay at the rates shown for their pay grade.

The Salary Guide (Exhibit A) shall remain in effect, without change, for the duration of this agreement unless mutually agreed upon by both parties as result of a new position.

New employees shall be hired at not more than the rate of the applicable pay grade for the position into which they are hired.

27.5 When an employee is promoted to a higher rated job on the Salary Guide, the employee's salary will be increased to the Start rate of the higher pay grade or to the employee's present pay plus seven percent (7%), whichever is greater.

27.7 Service Compensation

In addition to their base pay, all classified employees will receive one-time longevity increments of \$150 for each five years of completed service for 5, 10, and 15 years. Employees completing their 20th, 25th, and 30th year shall receive cumulative longevity pay to be paid as follows

Employees who have completed:

5 years of service	\$150.00
10 years of service	\$300.00
15 years of service	\$450.00
20 years of service	\$750.00
25 years of service	\$1000.00
30 years of service	\$1250.00

27.8 The University agrees to request state support for salaries in the annual budget.

Article XXVIII – Financial Support

28.1 It is recognized that financial support for personnel benefits, hourly wage rates and other economic factors provided for in this Agreement are contingent upon the receipt of operating funds from the State of Delaware. In the event that the amounts requested from the State of Delaware by the University for these purposes are not granted, the parties shall meet to negotiate over the deficient areas only.

Until agreement is reached and ratified by the Union, the specific provisions of this Agreement shall remain in full force and effect.

Article XXIX – Term of Agreement

This agreement should go into effect as of its execution and shall continue in effect through December 31, 2022 and from year to year thereafter unless at least ninety (90) days prior to the expiration date of this Agreement, or any other anniversary date thereafter, notice in writing shall be given to either party by the other party of the desire to amend, alter, abrogate or negotiate a new Agreement.

Article XXX – General

30.1 Any employee may perform required duties and functions in emergencies and for short durations of time when their services are 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 for emergency operations to perform work to lessen or remove the existing emergency.

Article XXXI – Alteration of Agreement

31.1 No agreement, alteration, understanding, variation, waiver, or modification of any of the terms, conditions, or covenants contained herein shall be made by any employee or group of employees with the University and in no case shall it be binding unless executed in writing subscribed by the parties hereto and ratified by the Union.

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

Article XXXII – Legal Conflicts

32.1 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 XXXIII – No Strikes or Lockouts

33.1 In accordance with Chapter 13, Title 19, Del. Code, there shall be no strikes, walkouts, or stoppages of work during the life of this Contract.

33.2 The University agrees that there shall be no lockout during the life of this Agreement.

In witness whereof, the parties hereto have set their hands and seals on this 6 day of January, 2020.

Attest Delaware State University:

By: [Signature]
Tony Allen, Ph.D., President, Delaware State University

1/6/20
Date

By: [Signature]
Robert Schraf, Vice President for Finance

1/6/20
Date

By: [Signature]
Irene C. Hawkins, Ed.D., Vice President for Human Resources

1/6/20
Date

By: [Signature]
Clour Cauley, Sr., Esq., Chief Operating Officer

1/6/20
Date

Attest: Delaware Public Employees Council No. 81 and its Affiliated Local 1007, American Federation of State, County and Municipal Employees, AFL-CIO

By: [Signature]
Michael A. Regalio, Executive Director, AFSCME Council 81

1/6/20
Date

By: [Signature]
Angela LaManna, Esq., Staff Representative, AFSCME Council 81

1/6/20
Date

By: [Signature]
Dedine Couch, President, Local Union 1007

1/6/2020
Date

Exhibit A – Salary Chart

UNION PAYGRADE	SALARY AMOUNT	HOURLY RATE	
		35 hours	40 hours
8	\$26,000.00	\$14.29	\$12.50
9	\$27,820.00	\$15.29	\$13.38
10	\$29,750.00	\$16.35	\$14.30
11	\$31,830.00	\$17.49	\$15.30
12	\$34,050.00	\$18.71	\$16.37
13	\$36,430.00	\$20.02	\$17.51
14	\$38,980.00	\$21.42	\$18.74
15	\$41,700.00	\$22.91	\$20.05
16	\$44,620.00	\$24.52	\$21.45

Exhibit B – Family and Medical Leave Policy

Introduction

The Family and Medical Leave Act, as amended, provides a means of balancing the demands of the workplace with the needs of families, and promoting the stability, integrity, and economic security of families in a manner that accommodates the legitimate interests of employers. The FMLA entitles "eligible" employees to take up to 12 workweeks of leave during a 12-month period for specified family and medical reasons.

Effective January 16, 2009, FMLA leave eligibility has been extended to include "Qualifying Exigency Leave" i.e., leave for employees to manage their affairs while a covered family member prepares for (or is on) active duty in the National Guard and Reserves. Effective March 8, 2013, FMLA "Qualifying Exigency Leave" covered family member has been extended to include Regular Armed Forces. The FMLA now also provides for up to 26 workweeks of "Military Caregiver Leave" i.e., leave for employees during a single 12-month period to care for a covered military family member and covered veteran.

The FMLA maintains eligible employees' pre-existing group health insurance coverage during periods of FMLA leave and restores most eligible employees to their same or an equivalent position at the conclusion of their FMLA leave. The following is a brief summary of the major provisions of the federal law and its State application:

1. Eligibility

To be eligible for FMLA leave, employees must have one year of aggregate State service (employment time preceding breaks in service of seven years or greater is not counted toward aggregate service time), and have worked for at least 1,250 hours during the prior 12 months. All State employment, for example, Merit and higher education, should be counted.

2. Provisions

Eligible employees may take:

- a) Up to 12 workweeks FMLA leave for serious health conditions of themselves or specified family members. This includes "Qualifying Exigency Leave" for families of active duty Regular Armed Forces, National Guard and Reserve members to manage their affairs (the eligibility period for this type of leave begins on the first day of FMLA leave and runs for 12 months);
- b) Up to 26 workweeks Military Caregiver Leave to care for a qualified military family member and qualified veteran (the eligibility period for this type of leave begins on the first day of Military Caregiver Leave and runs for a single 12-month period).

3. Reasons for Using FMLA

Leave shall be granted for any of the following reasons:

- a) To care for an employee's child after birth, or placement for adoption or foster care*; to care for an employee's spouse, son, daughter, or parent who has a serious health condition; or for a serious health condition that renders employees unable to perform their job. Under certain circumstances, FMLA leave may be taken on an intermittent basis, or employees may work a part-time schedule. Such accommodations shall be made only when medically necessary or when agencies agree to a reduced leave schedule.

*Employee FMLA leave entitlement for birth, adoption or placement for foster care expires one year following the date of birth, adoption or placement.

b) FMLA protection extends to eligible employees for "Military Caregiver Leave" to care for a parent, spouse, son, daughter, or as next of kin who is a covered military servicemember or covered veteran.

c) FMLA protection extends to eligible employees for "Qualifying Exigency Leave" when a covered military family member is on active duty or called to active duty for the following "qualifying exigencies": (1) short-notice deployment; (2) military events and related activities; (3) childcare and school activities; (4) financial and legal arrangements; (5) counseling; (6) rest and recuperation; (7) post-deployment activities; (8) parental care; and (9) additional activities where the employer and employee agree to the leave.

4. Qualifying Conditions

Specific physical or mental conditions will determine what qualifies as a serious health condition. At least one of the following shall be satisfied: inpatient hospital care; absence from work or school for more than 3 consecutive calendar days that involves continuing treatment by a health care provider; continuing treatment for a chronic serious health condition; continuing treatment for a serious health condition that if not treated would result in incapacity for more than 3 days; and any period of incapacity prenatal care. The 3-day requirement does not apply for pregnancy, chronic serious health conditions, or for multiple treatments.

Continuing treatment means treatment two or more visits to a health care provider. The two visits must occur within 30 days of the beginning of the period of incapacity, and the first visit must take place within seven days of the first day of incapacity. Continuing treatment may also mean one treatment resulting in a regimen of continuing treatment under the supervision of a health care provider, or continuing supervision but not necessarily being actively treated for a severe long-term or chronic condition. Continuing supervision for a severe long-term or chronic condition requires at least two visits to a health care provider per year.

Common maladies like colds, flu, earaches, headaches other than migraine, etc., are not considered to be serious health conditions. Plastic surgery after injury or removal of a cancerous growth would be considered a serious health condition. Cosmetic surgery is not considered a serious health conditions unless in-patient hospital care is required.

5. Definitions

To determine who is covered under FMLA, the following definitions shall apply:

a) For Family Member's Serious Health Condition

- "Spouse" means a husband or wife as defined or recognized under Delaware law for the purposes of marriage.
- "Parent" means a biological parent adoptive, step or foster father or mother, or an individual who stands or stood "in loco parentis," meaning, "in place of parent," to the employee when the employee was a child. (This does not extend to a parent "in-law.")
- "Son" or "daughter" means a biological, adoptive, step, or foster child, a legal ward, or a child of a person standing "in loco parentis" under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability.

b) For Military Caregiver Leave-For Family Member's Serious Health Condition

- "Son" or "daughter" mean son or daughter on active duty or call to active duty status" as an employee's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood in loco parentis, who is on active duty or called to active duty status, and who is of any age.

c) For Exigency Leave for child care and school activities

- "Son" or "daughter" mean a biological, adoptive, step, or foster child, a legal ward, or a child of a person standing "in loco parentis" under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability.

6. Application

Employees may be on a workers' compensation absence due to an on-the-job injury or illness which also qualifies as a serious health condition under FMLA. The workers' compensation absence and FMLA leave does not run concurrently unless requested by the employee. If employees are offered a "light duty" assignment, they are permitted but not required to accept the position. Consequently, they may no longer qualify for payments from the workers' compensation benefit plan but are still entitled to continue on FMLA either until the employee is able to return to the same job or until the 12-week FMLA leave entitlement is exhausted. FMLA leave taken on a part-time or intermittent basis is charged on a pro-rated basis.

b) Employees who exhaust their 26-week Military Caregiver Leave during the single 12-month period are not eligible for additional FMLA leave during that period for themselves or a family member.

c) Employees may only use annual leave to cover periods of Exigency Leave as the reasons for using such Leave are non-medical and would not qualify for sick leave usage.

NOTE: Employees using annual or sick leave concurrently with FMLA leave must follow the same policy and procedural requirements that apply to other employees using such leave.

7. Notice and Medical Certification

Employees are required to provide advanced leave notice and certification whenever practical. Ordinarily, 30 days advance notice shall be given when leave is "foreseeable."

a) Medical certification to support a request for FMLA leave is required and the employer may also require second or third opinions (at the employer's expense) and a "fitness-for-duty" report to return to work.

b) Military Caregiver certification is required to support a request for leave to care for a covered family servicemember. Employers may not request second opinions.

c) Exigency Leave certification is required to support a request for leave for one of the eight qualified reasons for exigency or for other related reasons not specified by mutual agreement of the employee and employer. Employers may only request verification of military status once per active duty or call to active duty event.

Employees are responsible for providing the qualifying reason. Employers are required to send the employee a written Notice of Eligibility and Employee Rights and Responsibilities within 5 business days. Failure of the employee to provide completed certifications within 15 calendar days may result in the delay or denial of FMLA. Employers should avoid any retroactive designation of FMLA leave. Medical certification is valid for the time specified by the health care provider.

Re-certification may be required in all cases:

- Every six months, in all cases of absence for a medical condition;
- If an extension of the leave is requested;
- If the circumstances in the last certification have changed;
- If information has been received casting doubt on the stated reason or continued validity.

8. Job Benefits and Protection

The FMLA maintains employee health care coverage for the duration of the leave period. Employees who fail to return to work after their FMLA leave entitlement has been exhausted shall be responsible for their State share under their existing "group health plan" unless they fail to return to work due to their own or eligible family member's serious health condition, or for some other reason beyond their control. Employees are responsible for re-payment of State contributions toward coverage for any unpaid leave. Coverage will be reinstated upon an employee's return without waiting until the next open enrollment period. It is unlawful for an employer to interfere with, restrain, or deny the exercise of any right provided under FMLA. Additionally, an employer cannot discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for their involvement in any proceeding under or relating to FMLA. The U.S. Department of Labor is authorized to investigate and resolve complaints of FMLA violations and an eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

Exhibit C – Donated Leave Policy

Purpose

The purpose of this policy is to aid employees suffering from a catastrophic illness by enabling them to draw upon sick leave donated by other employees.

Guidelines

Employees may donate sick leave and/or annual leave directly to other specified employees suffering from catastrophic illness pursuant to the terms and conditions set forth in this policy. They may also donate to a leave bank that eligible employees may draw upon.

Catastrophic Illness

Donated leave may be used by a recipient only for “catastrophic illness.” Catastrophic illness is defined as a major health event involving an acute or prolonged illness, usually considered to be life threatening. Illness must be diagnosed and certified by a physician as rendering the employee unable to work for a period greater than six calendar weeks.

Length of Service

Prior to receiving donated leave time; the requesting employee will have been employed by the University for at least (12) months.

Additional

- Employees must have exhausted their annual and sick leave before receiving donated leave.
- Employees receiving donated leave will have medical justification for the illness.
- Employees shall receive no more than sixty (60) days of donated leave.
- Human Resources has developed the Donated Leave Request Form, Request to Make a Direct Donation Form, Request to Make a Donation to the Leave Bank Form, Authorization to Release Information for Solicitation Purposes, and Check Lists of Steps for Processing Donated Leave Form.
- The Human Resources Office will manage the Donated Leave Program and publish a Donated Leave Users Guide for administration of the program.

Exhibit D – Pay Grade List

Pay Grade 8 (\$26,000)

Clerk Recorder
Cook
File Clerk
Early Child Lab Aide
Library Clerical Technician
Mail/Stock Room Clerk
Residence Life Night Desk Staff

Pay Grade 9 (\$27,820)

Cashier
Clerk-Typist/Secretary
Clerk-Typist/Secretary/Word Processor
Circulation Computer Technician
Circulation Technical Assistant
Computer Input Technician
Computer Lab Monitor
Computer Technician
Data Entry Operator I
Input Data Control Clerk
Input Technician
Invoicing Audit Clerk I
Library Service Technician
Microfilming Photographer/Clerk Typist
Purchasing Clerk I
Receptionist
Records Office Assistant
I/Transcript Clerk
Records Office Assistant
I/Receptionist
Reprographics Clerk
Reprographics Technician
Transcribing Clerk Recorder

Pay Grade 10 (\$29,750)

Application Verification/Data Entry Specialist
Assistant Resident Manager
Bookkeeper Audit Clerk II
Bookstore Clerk
Cashier I
Central Receiving Clerk I
Customer Service Representative
Data Entry Technician
Financial Aid Clerk
Financial Data Analyst I
Financial Secretary

Graphic Artist
Invoicing Audit Clerk II
Laboratory Technician
Payroll Clerk I
Purchasing Clerk II
Records Office Assistant/Secretary
Secretary
Student Accounts Analyst I

Pay Grade 11 (\$31,830)

Accounting Analyst I
Accounting Clerk I
Central Receiving Clerk II
Coordinator of Material and Equipment
Invoicing Audit Clerk III
Junior Accountant
Maintenance Office Specialist
Payroll Analyst II
Payroll Clerk II
Personnel Assistant
Project Assistant
Purchasing Specialist I
Senior Secretary
Student Account Analyst II
Student Account Clerk II
Technical Secretary
Work Study Coordinator
Federal Work Study Coordinator

Pay Grade 12 (\$34,050)

Accounting Analyst II
Administrative Secretary
Head Cashier
Purchasing Specialist II
Resident Manager
Secretary/Records Office Asst II - Records
Supervisor of Landscape and Gardening
Financial Aid Generalist

Pay Grade 13 (\$36,430)

Admissions Assistant
Account I
Accounting Analyst III
Accounts Payable Supervisor
Accounts Receivable Supervisor
Accounts Receivable Accountant
Alumni Affairs Technician
Development Technician

Federal Funds Accountant
Financial Aid Assistant/Quality
Financial Aid Coordinator
Financial Data Analyst
Front Office Coordinator
Help Desk Administer/Technician
Mailroom Supervisor
Public Relations Technician
Resource Counselor
Sports Information Specialist

Pay Grade 14 (\$38,980)

Assistant Director, Admissions
Assistant Director, Student Center
Computer Lab Technician
Computer Operator III
Curator I (Non-Technical)
Data Processing Lab Technician
Financial Data Analyst II
Financial Data Analyst II/Facilities Management
Human Resources Technician
Night Game Room Manager
Operations Administrator
Records Systems Officer
Systems Analyst-Programmer
Systems Accountant
Student Account Coordinator

Pay Grade 15 (\$41,700)

Accountant II
Assistant Director of Custodial Services
Assistant Director Registration and Records
Audio Visual Specialist
Curator (Technical)
Database Technician

Pay Grade 16 (\$44,620)

Accountant III
Assistant Director Grounds & General Services
Assistant Director Plant Maintenance
Computer Support Analyst
Public Safety Lieutenant
Registered Nurse (Student Health)