

MEET AND CONFER AGREEMENT
For
MAINTENANCE SKILLED CRAFTSMEN
Ofthe
CAESAR RODNEY SCHOOL DISTRICT

Authorized by the
BOARD OF EDUCATION
CAESAR RODNEY SCHOOL DISTRICT

July 1, 2024

Introduction

This Agreement was authorized by the Board of Education of the Caesar Rodney School District following discussion between representatives of both parties. Through the adoption of this Agreement, the Board of Education expects the affected staff will have a greater understanding of their:

- Role in the Mission of the District
- Benefits provided to Maintenance Skilled Craftsmen

This Agreement is one of the processes the District uses to communicate with their respective Skilled Craftsmen. The other primary references are handbooks, meetings, job descriptions, and dialogue between other employees, supervisors, and administrators.

An Agreement such as this cannot address every matter of concern, but it is expected that the items included are of such importance to the Skilled Craftsmen and that it is understood that the issues included in this Agreement are specific to the Skilled Craftsmen.

In no way is this Agreement designed to circumvent a right or benefit the employee is entitled to by federal or state law. Should a conflict exist, it is understood that the provision of an appropriate law supersede the provision of this Agreement.

If material included or omitted from the Agreement raises questions, the Skilled Craftsmen are expected to bring this to the attention of the Supervisor of Facilities Management so clarification can be received or future Agreements modified.

Management Rights Clause

- A. District Rights - The parties understand and agree that the District shall have the exclusive right to:
- a. Direct the work of the employees.
 - b. Hire, promote, demote, transfer, assign, and retain employees.
 - c. Discipline, suspend, or discharge employees for just cause.
 - d. Maintain the efficiency of its operation
 - e. Relieve employees from duties because of lack of work or for other legitimate reasons.
 - f. Determine and / or implement methods, means, assignments, and personnel by which the District's operations are to be conducted.
 - g. Take such actions as may be necessary to carry out the mission of the District not in conflict with federal or state law, current school board policy, administrative rules and regulations, and / or this Agreement.
 - h. Initiate, prepare, certify, and administer its budget.
 - i. Exercise all powers and duties granted to the District by law.

B. Limitations - The rights, powers, authorities, and duties set forth above shall not be subject to the grievance procedure. However, the grievance procedure does apply to any limitation of those rights, powers, authorities, or duties expressly set forth by this Agreement.

Duration

This Agreement shall be in effect from July 1, 2024-June 30, 2027. In a fiscal year where a current expense increase takes effect due to the passing of an operating referendum the prior fiscal year, there shall be a salary scale reopener only. The Board of Education will not amend this Agreement without first meeting with representatives of the Skilled Craftsmen.

Nondiscrimination

The Caesar Rodney School District is an equal opportunity employer and does not discriminate on the basis of race, color, creed, religion, gender (including pregnancy, childbirth and related medical conditions), national origin, citizenship or ancestry, age, disability, marital status, veteran status, genetic information, sexual orientation, or gender identity, against victims of domestic violence, sexual offenses, or stalking, or upon any other categories protected by federal, state, or local law. Requests for reasonable accommodations for those with disabilities or religious needs should be directed to Superintendent, Caesar Rodney School District, 7 Front Street, Wyoming, DE 19934. The appropriate designee will reach out to the employee as it pertains to their discrimination concern.

Job Description

A job description will be presented to all employees upon employment with the District or transfer to a new job assignment.

- A. The job description will align to what is posted on the district's electronic employment portal.
- B. When applicable, all required certifications and licenses for the Skilled Craftsmen position will be a part of the job description.
- C. Job descriptions are not all inclusive, but are developed to provide the employee with:
 - a. an understanding of primary job responsibilities
 - b. needed skills or training required to function effectively in the position
 - c. identification of the person who will be the employee's immediate supervisor

Work Year/ Work Day

Unless specified at the time of employment, all Skilled Craftsmen positions are full time for a twelve-month period.

- A. Five days / 40 hours per week except for holidays, whether legal or established by the District.

- B. During the summer, an Alternate Work Schedule (AWS) will be established by the Supervisor of Facilities Management that includes four days, with 10 hours each workday. The AWS will be flexed as needed based on district construction / maintenance projects and work with contractors.
- C. The eight-hour workday includes a 30-minute lunch.
- D. During each four-hour period worked, employees are entitled to a 15-minute rest period. Breaks and the designated mealtime may be used back-to-back.
- E. Overtime will be authorized by the Superintendent or their designee for emergency situations. Compensation will be at time and one-half (1.5) for all time worked over forty (40) hours per week. Compensation will be double time (2.0) for holidays and Sundays, either as salary or compensated time, based on the choice of the employee.
- F. An employee called back to work outside of their regular shift shall receive a minimum of two (2) hours at the compensatory rate of time and one-half (1.5).
- G. If the compensatory time is due to the employee for overtime work or a callback, compensatory time must be taken within 180 days. A log of compensatory time will be maintained by the Supervisor of Facilities Management. The scheduling of compensatory time will be authorized by the Supervisor of Facilities Management.

Vacations

- A. Employees will earn the following vacation time depending upon their years of employment:
 - a. For employment of less than five (5) years within the district, 1.75 days per month (21 vacation days per year).
 - b. For employment of more than five (5) years within the district, 2.17 days per month (26 vacation days per year).
- B. Vacation credit may be accumulated up to 42 days.
- C. Years of service will be determined as of July 1. Employees with a start date prior to January 1 will receive credit for one (1) year of service as of the next July 1. Employees hired after July 1 will not receive one year of credit until July 1 of the year after the employment date.
- D. The Supervisor of Facilities Management shall approve vacation leave. Final decisions as to the number of employees on vacation at any time will be made by the Supervisor of Facilities Management responsible for approval.
- E. Scheduling of Vacation:

- a. Requests for vacation must be submitted at least five (5) days in advance unless it is a part of leave provided under Delaware Code Title 14, Chapter 13, Section 1318. Vacations may be scheduled up to twelve (12) months in advance.
- b. Approval shall be automatic unless denied within four (4) days.
- c. An employee shall be eligible to schedule a maximum of ten (10) consecutive days during the time considered the student school year.
- d. Once a vacation is scheduled, it can be cancelled only by mutual consent of the employee and the District.

Holidays

- A. The following shall be holidays and no employee shall normally be required to work: When one of the above-mentioned holidays falls on a weekend, the employee will get the nearest workday as a holiday, as outlined by the District calendar.
 - a. Martin Luther King Jr. Day
 - b. Presidents' Day
 - c. Good Friday
 - d. Memorial Day
 - e. Juneteenth
 - f. Fourth of July
 - g. Labor Day
 - h. Election Day
 - i. Veteran's Day
 - J. Thanksgiving Break
 - k. Winter Break
- B. An employee who works on a holiday or Sunday shall be paid double their rate of pay. The employee has the choice of salary or compensated time.
- C. During off-years of the General Election, employees will be eligible to earn one (1) additional vacation day provided the employee does not use more than three (3) sick leave and / or personal days in the preceding year.
- D. The school district will be closed during winter break and employees are not required to use vacation days. The Superintendent or their designee may authorize the opening of school during this period of time if situations (i.e. including but not limited to: frozen / busted pipes, collapsed roofs, etc.) warrant and designate workdays. Compensation will be double time (2.0) for holidays and Sundays, either as salary or compensated time, which is the choice of the employee.

Leaves of Absence

- A. An employee who will be absent from duty shall report the reason to the Supervisor of Facilities Management or designee prior to the date of the absence, when possible, and in no case later than two (2) hours before the commencement of a working day. All unauthorized and unreported absences shall be considered absence without leave and a deduction of pay

shall be made for the period of absence. Three (3) consecutive workdays of absence without leave (i.e. "no call, no show") shall be construed as representing resignation from employment by the District.

- B. Absences for part of a day that are chargeable to sick leave shall be charged in an amount not smaller than one-fourth (1/4 day), equal to two (2) hours.
- C. In addition to all leave authorized in this section, the Superintendent or their designee may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed ten (10) working days in any one (1) fiscal school year.
- D. The District, at its sole discretion, may authorize special leaves of absence with or without pay.
- E. Unpaid leaves of absences shall not constitute a break in continuous service, but shall not be credited towards seniority in the District or be a criterion for holiday, vacation, salary, or other benefits as set forth in this Agreement.
- F. Parental Leave shall be granted according to the laws of the State of Delaware and applicable federal regulations.
- G. Employees on unpaid leaves of absence shall be able to continue to participate in Board-sponsored group benefit programs at their own expense under rules established by the District and the Statewide Benefits Office.
- H. Employees will be granted a leave of absence during jury duty or jury service in accordance with Delaware Code and applicable federal regulations.
- I. In addition to State provided personal leave, the District shall provide that when an employee is required to attend a legal proceeding as a party or is subpoenaed as a witness, such absence shall not be charged against sick leave if the legal proceeding relates to school matters and the employee's presence as a party or witness is not caused by any fault or misconduct on the part of the employee.
- J. Military leave shall be granted to an employee in accordance with Delaware Code, Title 14, Chapter 13, Section 1327.
- K. A donated leave program has been developed in compliance with Delaware Code, Title 14, Chapter 13, Section 1318A, Subsection © to assist employees suffering from a catastrophic illness or injury to themselves or a family member.

Salary and Employee Benefits

- A. The salaries of employees covered by this Agreement share the salaries as prescribed by Delaware Code Title 14, Chapter 13 plus a supplement from District funds in the amounts in

the schedules set forth in Appendix A, which is attached to this document. The local component of the salary schedule will be increased by the following dollar amounts per cell:

- a. 2024-2025 = \$600
- b. 2025-2026 = \$600
- c. 2026-2027 = \$600

- B. Flexible Spending Account (FSA) - In addition to the Caesar Rodney School District employee benefits, the District agrees to make available the State of Delaware Flexible Spending account to eligible employees. All rules and regulations promulgated by the State of Delaware apply.
- C. Health Insurance - The district shall pay up to a maximum of \$135 per month to defray the membership cost for those employees participating in the individual or family Health Insurance Program sponsored by the State of Delaware.
- D. Vision Plan - The District shall provide and pay up to \$25 per month to defray the membership cost of the premiums for a vision coverage plan sponsored by the Caesar Rodney School District for unit members and their eligible dependents. For unit members who have health insurance plans that include vision coverage, the aforementioned vision plan will serve as a supplement to the health insurance plan. (Note of Intent: The two plans, health and vision, cannot be coordinated to pay for those benefits that only one plan has already covered. In cases where the health plan does not cover certain costs and the District's vision plan does not include these items in its coverage, then both plans may be used.)
- E. Group Dental Insurance - The Board shall provide and pay up to \$115 per month to defray the membership cost of premiums for a dental coverage plan sponsored by the District. The Board of Education shall provide a group dental insurance program for employees and eligible dependents with a dental carrier of the Board's choice.
- F. Liability Insurance - All employees of the Caesar Rodney School District are covered by liability insurance. Employees must give written notice to the Supervisor of Facilities Management and the District Office upon becoming aware of any pending claim. The policy covers all employees while in the performance of their assigned duties.
- G. Short Term/ Long Term Disability - The District shall make available the Short Term/ Long Term Disability plan sponsored by the State of Delaware Benefits Office.
- H. Mileage Reimbursement - Employees shall not be required to use their own vehicles in the performance of their duties. However, if they use their personal vehicle they shall be reimbursed mileage for official use of personal vehicles at the rate specified by state law. The total amount reimbursed for in-state mileage to an individual on a single day allowed cannot exceed the Fleet Services daily discounted rental rate for a compact sedan. Moreover,

if the employee takes a work vehicle home on a daily basis, this becomes a taxable event. The District will seek prior approval from Government Support Services (GSS) if an employee requires a take home vehicle.

- I. An employee ID badge may be used as a nontransferable pass for home athletic events. The badge may be used for the employee plus two guests. The badge may not be used for DIAA sanctioned playoff games, nor may it be used for play performances.
- J. Employees will be notified electronically of any change in their payroll checks.
- K. Uniforms
 - a. The District shall provide each employee an annual uniform account equal of \$300. Every three (3) years of continuous employment, the employee will receive an additional \$100 for that year. Please note: uniform expenditures for a new employee will be pro-rated based on the time of hire compared to the timing of the annual uniform order. Employees must wear items from the District approved uniform list at their discretion.
 - b. If employment is terminated or service to the district is ended, the employee must return all district purchased items to the Supervisor of Facilities Management.
- L. Safety and Protective Equipment
 - a. No employee is expected to use equipment that is not maintained in a safe condition. All employees should immediately report any defective equipment to the Supervisor of Facilities Management.
 - b. A list of required safety equipment -- by trade -- will be drafted jointly by the foremen and the Supervisor of Facilities Management.
 - c. The District will approve the purchase of safety equipment for the Skilled Craftsman team, not to exceed \$4,000 annually. Equipment will be purchased as needed by the District and will be stored in trucks (for individual use) or in a central location for the purpose of district work.
 - d. The District will provide appropriate protective equipment for the completion of tasks and / or the handling of materials which could be injurious to the individual. Employees are expected to use appropriate safety measures and protective equipment properly for all required tasks.
 - e. Safety equipment will be replaced based on manufacturer's recommendations.
 - f. The District will approve the annual purchase of boots, not to exceed \$250, per employee to meet trade required safety regulations.
 - g. If employment is terminated or service to the district is ended, the employee must return all district purchased items to the Supervisor of Facilities Management.
- M. The district considers the training and annual licensure of its Skilled Craftsmen to be of utmost importance. An allocation of \$1,500 will be set aside annually for the members of the Meet and Confer. The purpose of the fund is for licensure and coursework reimbursement that directly correlates to their daily job requirements and/ or cross training.

- N. Hepatitis B Vaccinations - After six (6) months of employment with the District, the employee is eligible to participate in the Hepatitis B vaccination program through a private physician. The District will reimburse the employee for any costs not covered by insurance. The District will annually make the Hepatitis B program available to qualified employees.
- O. Unused Vacation and Sick Leave Upon Retirement-An employee who is retiring is entitled to receive pay for unused vacation and sick leave as provided by law. The basis for each will be a 222-day work year.
- P. Donated Leave – a donated leave form has been developed in compliance with Delaware Code Title 14, Chapter 13, Section 1318A, Subsection © to assist employees suffering from a catastrophic illness or injury to themselves or a family member.
- Q. Worker's Compensation - Documentation from the Division of Human Resources and the State Benefits office outlines the procedure for reporting a job related injury, accident, or illness. Documentation pertaining to the work related injury, accident, or illness must be provided to support the worker's compensation claim.

Evaluation

- A. Skilled Craftsmen will receive an annual evaluation that shall be completed by June 30th of each fiscal year.
- B. Should an employee find their job performance evaluation unsatisfactory, the employee would receive suggestions regarding how to gain satisfactory status. Except for unusual circumstances, an employee would not be terminated for an initial unsatisfactory evaluation.
- C. The designated Foreman shall complete the evaluation for each Skilled Craftsman.
 - a. If the employee does not agree with the content of the evaluation, they may appeal to the Supervisor of Facilities Management.
 - b. The employee will also have the opportunity to attach written comments with respect to the content of the evaluation and the evaluator's comments and recommendations.
 - c. A final appeal regarding the evaluation can be made to the Assistant Superintendent of Human Resources.
- D. The Supervisor of Facilities Management shall complete the evaluation for each Foreman.
 - a. If the employee does not agree with the content of the evaluation, they may appeal to the Assistant Superintendent of Human Resources.
 - b. The employee will also have the opportunity to attach written comments with respect to the content of the evaluation and the evaluator's comments and recommendations.

Promotional Opportunities

- A. Promotional opportunities are considered those opportunities for an individual to advance a salary grade.
- B. Vacancy notices, which are posted electronically on the district's employment website, should be reviewed for promotional opportunities.
- C. When a promotional opportunity is posted, employees with an interest in the promotional opportunity shall apply on the district website as an internal candidate. All eligible employees will be interviewed before the assignment is filled.
- D. It is the practice of the District to promote employees within the District unless it is considered in the best interest of the District to bring an employee from outside of the District to the position.
- E. When two (2) employees of approximately equal skills request a promotional opportunity, the employee with the greatest number of years of continuous service to the District will receive the promotion.

Termination


- A. Unless an employee is informed upon initial employment that employment is for a specific period of time, employment is a continuing process for twelve (12) month employees. Employment will end by one of the following causes:
 - a. Expiration of pre-set period of employment
 - b. Retirement
 - c. Resignation Reduction in Force (RIF)
 - d. Death
 - e. Termination by the action of the Board of Education
- B. When an employee is recommended for termination, the employee will receive written notification of such recommended action from the Superintendent of Schools.
- C. If the employee desires a hearing before the Board of Education, prior the Board acting on the recommendation of the Superintendent, the employee must provide the Superintendent or designee a written request for the hearing within five (5) days of receipt of written notice regarding the recommendation for termination.
- D. At such a hearing, an employee would have the right to have a representative of their choice with them at the hearing.
- E. The District has high expectations for its employees and identifies those expectations in the Support Staff Handbook under Staff Conduct. A termination would be based on an employee's serious disregard for the standards of conduct and an employee would receive

written notice of unsatisfactory conduct before termination was considered, unless the behavior was of such gross nature that remediation of the behavior was inappropriate or law enforcement is involved in the allegation and respective investigation.


Employee Complaints and Concerns

- A. The District's position regarding employee complaints is that they need to be resolved as quickly and as fairly possible. The District further believes that face-to-face informal discussion between the parties involved in a situation is the best way possible to resolve a difference. However, it is understood that there are times when assistance is needed to resolve an issue.
- B. When assistance needed by an employee, a review of the District procedure for Staff Complaints should be made. The procedure is printed in the Support Staff Handbook.
 - a. Should the employee feel a need for advice on how to use this process, the Assistant Superintendent of Human Resources should be contacted for advice and counsel on how to use this process.
 - b. If the employee's problem is associated with the Assistant Superintendent of Human Resources, the employee may seek counsel from the Superintendent's designee.
- C. If an issue occurs in a school building with a student, staff member, or visitor, the employee should immediately report the situation to the building principal and the Supervisor of Facilities Management.

The Caesar Rodney School District

By: 
nt - Board of Education
Caesar Rodney School District

Date: June 18, 2024

By: 
Executive Secretary - Board of Education
Caesar Rodney School District

Date: 6/18/24

The Caesar Rodney Maintenance Skilled Craftsmen
Met & Confer

By: 
Representative
Caesar Rodney Maintenance Skilled Craftsmen

Date: June 18, 2024