

CAESAR RODNEY SCHOOL DISTRICT

Agreement Between

THE BOARD OF EDUCATION

CAESAR RODNEY SCHOOL DISTRICT

and

THE CAESAR RODNEY SUPPORT ASSOCIATION

July 15, 2019

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PREAMBLE

This Agreement entered into this fifteenth day of July, 2019, by and between the Board of Education of the Caesar Rodney School District of Wyoming, Delaware (hereinafter referred to as the District), and the Caesar Rodney Support Association/DSEA/NEA, Incorporated (hereinafter referred to as CRSA), in accordance with provisions of Title 14, Delaware Code, Chapter 40.

ARTICLE I
RECOGNITION

The District recognizes the Caesar Rodney Support Association as the sole and exclusive bargaining representative for all custodians, custodian firemen, and chief custodians hereinafter referred to as the "Employee" or "Employees" in all matters relating to terms and conditions of employment.

A. Terms

1. The term "Days" shall mean workdays, except where otherwise defined.
2. The term "Board" shall mean the Caesar Rodney Board of Education.
3. The term "District" shall mean the Caesar Rodney School District.
4. The term "Association" shall mean the Caesar Rodney Support Association, an affiliate of the Delaware State Education Association and the National Education Association.
5. Any reference to the term "Superintendent" shall also refer to his/her designee.
6. Grievance: A grievance shall mean an allegation that there has been a violation, misinterpretation, or inequitable application of any of the specific provisions of this Agreement.
7. Grievant: As used herein, a "grievant" is the person or the organization making the allegation.
8. Days: When used in this Article shall, except where otherwise indicated, mean workday.
9. Administrative Supervisor: Building principal or designated assistant principal, or the designated administrator in the District Office.

ARTICLE II
NEGOTIATION OF SUCCESSOR AGREEMENT

Either party will notify the other party in writing of their desire to commence negotiations toward a new Agreement no later than February 1st of the school year in which this Agreement expires. Any agreement so negotiated shall apply to employees covered by this Agreement, shall be reduced to writing, shall be submitted for ratification to the District and the CRSA, and shall be signed by the President and the Executive Secretary of the Board of Education, and the President and the Secretary of the CRSA. In the event that agreement has not been reached at the time of this contract's expiration, all provisions shall remain in force until a successor has been negotiated.

ARTICLE III
GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may from time to time arise under this Agreement. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of this procedure.

At all steps of a grievance the District and CRSA shall have the right to have representatives attend any meeting required to resolve the grievance. All meetings and hearings under this procedure shall be conducted privately.

It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or his or her representative shall be conducted so as to result in no interference with or interruption of work unless both parties agree otherwise.

If any employee files any claim through the Grievance Procedure set forth in this Agreement, then the District shall not be required to process the same claim or set of facts through any other process.

The number of days indicated at each level should be considered maximum and every effort should be made to expedite the process. Failure to act on any grievance within the prescribed time limits shall permit the grievant to proceed to the next step. Time limits may be extended by mutual agreement.

B. Procedures

- Step 1. Informal; within fifteen (15) days after an employee knew or reasonably should have known of an event giving rise to a grievance, the employee involved shall discuss the matter with the administrator whose action gave rise to the grievance, with the object of resolving the matter informally.
- Step 2. If the grievance is not resolved informally at the first step, the aggrieved employee may file the grievance form, in writing, with the administrator whose action gave rise to the grievance within ten (10) days after the informal conference. The written grievance form shall state the nature of the grievance, reciting the specific clause or clauses of the Agreement allegedly violated, and specify the remedy requested.

Within ten (10) days after the administrator receives the written grievance, a meeting at a mutually agreeable time shall be held with the grievant to discuss the grievance and attempt to resolve the same. The administrator shall render a decision in writing to the aggrieved employee, including a copy to the President of the CRSA, within ten (10) days following the conference between the administrator and the grievant.

- Step 3. In the event the grievance has not been satisfactorily resolved at the second step, the grievant may file an appeal of the Step 2 answer within ten (10) days of receipt of the written decision with the Superintendent. Within ten (10) days after the written grievance has been filed with the Superintendent, the grievant and the Superintendent shall meet in an attempt to resolve the grievance. The Superintendent shall file an answer in writing within ten (10) days of the grievance meeting and communicate it in writing to the grievant, including a copy to the President of the CRSA.

C. Impasse Procedure

- Step 4. If the answer of the Superintendent is not accepted, the Association, within ten (10) days after receiving the Superintendent's answer, may notify the Superintendent of its desire to proceed to grievance mediation. Within ten (10) days of the above notification, the parties will submit a joint request to the Federal Mediation and Conciliation Service (FMCS) for a mediator. The date, time and location of the mediation will be determined by the relevant parties. The mediator will hold a mediation session(s) with both parties to help resolve the dispute. The assignment of the mediator will be mutually agreed upon by the parties involved. The cost of the mediator, if any, will be split equally between the two parties.

D. Arbitration Process

Step 5. If the parties do not reach a satisfactory mediation resolution agreement, within ten (10) days after the final disposition of the mediation discussions, CRSA may request that the grievance be submitted to final and binding arbitration by submitting to the Superintendent a written and signed notice for final and binding arbitration. The employee grievance shall not proceed to arbitration without written endorsement from the CRSA and representation of the CRSA. To enter into final and binding arbitration, the CRSA shall submit the written endorsement of the employee request within fifteen (15) days receipt of the final disposition of the Step 4 discussions.

1. When the grievance involves an item that is subject to binding arbitration, the CRSA will file an arbitration demand with the Delaware PERB: a copy of said filing shall be sent to the District. The parties agree that prior to the arbitration hearing, the representatives from the Association and the District will communicate to frame the issue. The arbitrator's decision in these cases shall be final and binding upon both parties.
2. No claims relating to the following matters shall be processed to final and binding arbitration:
 - a. Matters covered by Delaware law or by federal law;
 - b. Rules and regulations of the Delaware Department of Education, the State Board of Education and the U.S. Department of Education.
 - c. The content of or conclusion reached in employee observations and evaluations; however, grievances concerning the evaluation process may be grieved to binding arbitration;
 - d. Policies of the local school Board: and
 - e. Matters beyond the scope of the District's authority.
3. The arbitrator shall have no jurisdiction or power to hear or decide any matter which involves subjects covered by the above-mentioned subdivision 2(a) through (e) items. Matters relative to termination and binding arbitration should refer to Article XIX B.
4. If the parties disagree that an issue is appropriate for arbitration, a separate hearing shall be held to rule upon the question of arbitrability prior to hearing the merits of the dispute in question. In this instance the arbitrator's fees and expenses shall be paid by the losing party.

5. If the arbitrator concludes that the matter is arbitrable, the same arbitrator shall schedule a second meeting to hear the dispute on its merits.
6. If oral arguments have been waived, then a decision shall be issued not later than thirty (30) calendar days from the date the final statement and proofs of the issues are submitted or thirty (30) calendar days from the date of the hearing.
7. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, his/her reasoning, and his/her conclusion on the issues submitted. The arbitrator shall be without power or authority to make any decision which would modify, amend, or alter the terms and provisions of this agreement or which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement.
8. Any award resulting from the arbitrator's decision shall not be retroactive beyond the date on which the action causing the grievance first occurred; and in any event, not longer than six (6) calendar months prior to the date of the first filing of the grievance in writing.
9. The cost for the service of the arbitrator, including per diem expenses if any, actual and necessary travel and subsistence expenses, and the cost of the hearing room, shall be borne equally by the Board and the Association, or the grievant in the event that the Association has not endorsed the submission of the grievance to arbitration. Any other expenses incurred shall be paid by the party incurring the same.
10. The arbitrator shall be limited to interpreting this Agreement and applying it to the particular case presented.
11. The arbitrator shall not offer opinion on what the arbitrator would have preferred to rule, had limitation not existed.

E. General Procedures

1. The grievant shall be present at all meetings and, at the option of the grievant, may be represented at such meetings by a representative of the CRSA.
2. All grievances at Steps 2, 3 and 4 shall be presented, discussed and processed during an employee's non-working time. Any grievance at Step 1 may be discussed by the employee and his/her administrative supervisor during the employee's working time, so long as such meeting and discussion do not interfere with the job, duties and assignments of the employee, and where applicable, the CRSA representative, and do not interrupt the normal operations of the school system.

3. Grievances relating to suspension or transfer may be initiated at Step 3 of the grievance procedure.
4. All documents, communications, and records dealing with the processing of a grievance shall be filed in the central grievance file separately from the personnel files of the employees.
5. A class action grievance may be initiated at Step 3 if it affects a group of employees in two (2) or more buildings.
6. Decisions rendered shall be based upon such evidence, facts, documents and testimony as was given at the hearing for that level.
7. The grievance form shall be signed by the grievant or the Association's representative if the grievance is a class action.

ARTICLE IV
SALARY AND EMPLOYEE BENEFITS

A. The salaries of all employees covered by this Agreement shall be the salaries as prescribed by Chapter 13, Title 14, Delaware Code, plus a supplement from District funds in the amounts in the schedules set forth in Appendix A-1, which is attached hereto and made a part thereof.

1. The local component of the salary schedules will be increased by the following:
SY 2019-20 = 1%
SY 2020-21 = 1%
SY 2021-22 = 1%
SY 2022-23 = 1%

(Appendix A-1 updated to reflect local salary schedules)

Additionally, the following dollar amounts will be added to the following specified cells of the custodial salary schedule (Appendix A-2) after the % increase is calculated for the first year (2019-2020) of this agreement:

- 3 – 9 years of experience = \$100
- 10 – 14 years of experience = \$150
- 15 – 19 years of experience = \$200
- 20 – 24 years of experience = \$250
- 25 or more years of experience = \$300

(Appendix A-1 updated to reflect local salary schedules)

- B. Delaflex -- In addition to the Caesar Rodney School District employee benefits, the District agrees to make available the State of Delaware Flexible Benefits Plan (Delaflex) to eligible employees. All rules and regulations promulgated by the State of Delaware shall apply.
- C. Health Insurance -- An employee may use 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: Effective July 1, 2009, 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.
- E. Group Dental Insurance -- The Board shall provide and pay up to \$85 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 as described in Appendix B with a dental carrier of the Board's choice.
- F. Blood Bank -- The District shall provide, without cost to the employees, membership in the Delaware Blood Bank.
- G. Liability Insurance -- All employees of the Caesar Rodney School District are covered by Liability insurance in the amount of \$100,000 per person, \$300,000 per occurrence, and \$50,000 property damage. Employees must give written notice to the District Office upon becoming aware of any pending claim. Policy covers all employees while in the performance of their assigned duties.
- H. Long Term Disability -- The District shall provide a group Long Term Disability Income Plan for employees who have not elected to participate in the Short Term/Long Term Disability Plan sponsored by the State of Delaware. The specifications of the plan are set forth in Appendix C, which is attached hereto and made a part hereof.
- I. Employees shall not be required to use their own vehicles in the performance of their duties. They shall be reimbursed mileage for official use of personal vehicles at the rate specified by State law.
- J. Employees are entitled to a nontransferable pass for all home athletic contests.
- K. Employees shall be notified in writing of any change in their payroll checks.
- L. Uniforms
 - 1. The District shall annually provide each employee a uniform account of \$300 per year and an additional \$100 every three years. Employees must wear items from the District approved uniform list while working. Employees may wear school/district logo attire at the discretion and approval of the building principal or designee on designated days.

2. If employment is terminated or ended, the employee shall be entitled to retain properly issued uniforms provided the identifying school district's patch is removed and returned to the Supervisor of Facilities' Management.
 2. A joint committee will be appointed by the Superintendent of Schools and the CRSA to review the District-approved uniform list and make recommendations to the Superintendent for any changes. The committee will meet in January of each year and have a maximum of seven members to include two (2) administrative representatives and five (5) Association representatives. Recommendations made to the Superintendent will be made jointly by a representative from the Association and a representative from Administration.
- M. 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.
- N. Unused Vacation Upon Retirement: An employee who is retiring is entitled to receive pay for unused vacation and sick leave as provided by law. The local supplement will be added to the state salary when determining the pay for unused vacation. The basis for the local portion for each will be a 222-day work year.

ARTICLE V
SENIORITY

A. Definition and Seniority Date

Seniority is the length of continuous service with the District in positions included in the bargaining unit. Any break in service, except approved leaves and layoffs relating to staff reduction shall be considered to be a break in continuous service.

The seniority of an employee is determined by the length of service computed in years, months and days from the employee's first day of work. Where two (2) or more employees have the same net credited service, seniority between them shall be determined by the alphabetical order of the family or last name, or in case of the same last name, their given or first name.

Any employee who served in a substitute employee status shall be given credit for such service if it was in excess of ninety (90) consecutive days in a given year provided there is no break in service and subsequent successful completion of probationary period.

In the event of part-time service in a position covered in this bargaining unit, such service shall be credited toward seniority on the following basis. Persons working twenty (20) hours or more per week, but less than thirty (30) hours per week will be credited with one-half (1/2) credit for the period that such a schedule was worked. Thirty (30) or more hours per week will be credited as full-time service toward seniority. For the purpose of credited service under this Agreement, any employee hired prior to December 31 of a given year shall be considered to have a full year of service as of June 30th.

Seniority List

The District shall maintain a list of the employees within the unit showing the names of all employees by classification, in the order of seniority ranking. A copy of the seniority list and this paragraph shall be furnished to the employees within thirty (30) days after the effective date of this Agreement, and a revised list shall be furnished on or before March 15 of each school year. Protest of, errors in or omissions from such lists must be made to the District within thirty (30) days from the date of the furnishing of such lists and revision thereof.

- C. Loss of Seniority: An employee shall lose all seniority rights under this Agreement for the following reasons:
1. Voluntarily quit or retire.
 2. Discharge for just cause.
 3. Failure to secure proper leave of absence or failure to return by the expiration date of leave of absence.
 4. Laid off for a period of more than twenty-four (24) months.
 5. Failure to return after being recalled from layoff.

ARTICLE VI STAFF REDUCTION PROCEDURE

- A. Seniority as used in staff reduction procedure is defined in Article V of this Agreement.

For the purpose of this Article, employee positions are classified as follows:

Classification A -- Chief Custodian
Classification B -- Custodian Fireman
Classification C -- Custodian

- B.
1. If a reduction in force is necessary beyond normal attrition, the Superintendent shall determine the number of positions that will be reduced, the classification from which those positions will be reduced, and the date such reductions are needed. The Superintendent shall apprise the President of the CRSA of this information as soon as reasonably possible. Employees to be rified shall receive at least sixty (60) calendar days of advance notice.

2. In the event of a reduction in force, probationary and temporary employees shall be terminated first. Thereafter, the employee with the least seniority in the affected classification shall be subject to such layoff. If such employee has greater seniority than another employee in the same or lower classification, the senior employee shall have the right to replace the employee with the least seniority.
3. An employee exercising his/her right to bump rather than being laid off shall receive the salary rate of the classification to which he/she/he is placed.
4. An employee electing a right under Article VI B.3. shall be placed on the recall list for the job vacated.
5. An employee who does not exercise the right to bump shall be laid off and is eligible only for recall to the classification from which the employee was laid off.
6. The parties agree that, for the purpose of reduction in force, the following is the hierarchy classification within the bargaining unit. Personnel shall bump into lower classification by seniority.

Chief Custodian
Custodian Fireman
Custodian

- C. The employee who is to be recalled will be notified by certified mail to his or her last known address. The employee must respond in writing to the employer by certified mail within seven (7) days after receipt thereof, and actually report to work in ten (10) days after receipt of notice unless mutually agreed to. In the event the employee fails to comply with the above, he/she shall be terminated and lose all seniority rights under this Agreement. Employees shall have recall rights as provided in this Article for a period of two (2) years from the effective date of the layoff.
- D. All employees on a layoff status shall retain the seniority and prior longevity that they had when they were laid off. They will not continue to earn seniority, vacation, or longevity while on layoff. Upon return to work after recall, any laid off employee will have his/her seniority date adjusted to give him/her credit for past seniority and all unused sick days previously earned shall be restored. An employee on layoff who is recalled for service shall get credit for a full month for which the employee worked more than ten (10) days.
- E. An employee may retain District insurance coverage during the period of layoff by paying the premium in full to the District insurer, if permissible under the master insurance policy.
- F. A person may be employed by the District as a temporary employee for the following reasons:
 - to replace an employee granted a leave of absence;
 - to fill a position created by special circumstances.

A temporary employee shall not be entitled to recall as described in this Article. A temporary employee shall be advised of the employee's status at the time of hire and advised of the expected duration of employment as a temporary employee.

- G. Employees on District-approved leaves of absence shall be subject to the layoff provision of this Article.
- H. An employee on the recall list may refuse a part-time position without jeopardizing his/her position on the recall list.
- I. No district employee outside the bargaining unit shall be allowed to "bump" any bargaining unit employee.

ARTICLE VII
POSTING OF VACANCIES AND TRANSFERS

A. Posting of Job Vacancies

- 1. Vacancies shall include both new and vacated positions including either day or night shift work.
- 2. Vacancy notices in this bargaining unit shall be posted in each building and on the District website as they occur and a copy sent to the CRSA President and the Association Representative. Such notices shall be posted in a location mutually agreed to by the Association Representative and the principal or designee. Such vacancies shall also be given public distribution at the time of their authorization.
- 3. Notices shall be posted on the District's website for a minimum of seven (7) days prior to the application deadline and for no fewer than three (3) days at each building site. No regular appointment shall be made until after the deadline for filing applications. The District shall also post vacancies on the District website within twenty-four (24) hours of official posting.
- 4. The posted notices of vacancies shall contain:
 - a. Type of Vacancy
 - b. Position Description
 - c. Location and Shift Hours
 - d. Starting Date
 - e. Qualification
 - f. Salary Range
 - g. Other Relevant Information
 - h. Closing Date

B. Education

High school diploma, and/or Certificate of Completion and/or GED.

C. Grandparenting of Employees

Effective February 1, 2000, the parties agree that all employees who do not hold a high school diploma, Certificate of Completion, and/or GED and were hired before this effective date are considered to have satisfied the education requirements and are grand-parented into the seniority list.

D. Transfer: Transfers may take place between buildings or between shifts.

1. Voluntary Transfer Procedures

- a. The voluntary transfer procedure shall apply only to positions identified as vacancies.
- b. Only employees who have successfully completed the probationary period may be eligible for consideration of a transfer.
- c. Notifications of Transfer Opportunities: Custodians will be made aware of transfer opportunities when a vacancy is posted per provisions stated in Article VII, A.
- d. Custodians who have an interest in a transfer to another building or shift must apply for a transfer using the online transfer request procedure. When such a transfer request is filed online, the custodian will be considered for such vacancy per the request. A new request must be submitted for each posting if the custodian desires a transfer. Employees will be provided District access to technology for transfer application submission.
- e. All request received by the Director of Human Resources within the posting time will be considered for the vacancy.
- f. Custodians whose requests are on file prior to the application deadline, shall be granted an interview concerning their request prior to the date of final transfer determination. Such interviews shall be conducted in such a way to ensure the likelihood of timely consideration of the request.
- g. Spouses and immediate family members which includes spouse, child or sibling shall not be eligible for a transfer to a position which would result in both employees working on the same shift in the same building or one having supervisory responsibilities over the other during the school year.

2. Involuntary

- a. Transfers may be made at the initiative of the District, to an existing vacancy, if in the judgment of the District it is for the welfare of the employee and/or the District. In the event that no vacancy exists, a swap posting shall be effected in accord with the terms and conditions relating to posting of vacancies. An administrative transfer shall be made only after a conference between the employee involved and the District, at which time the employee will be notified of the reasons for the transfer. An employee shall not be involuntarily transferred or assigned for arbitrary and capricious reasons.
- b. An employee shall have the right to have a CRSA representative present at any conference regarding the involuntary transfer of the employee.
- c. In any involuntary transfer resulting in a significantly different shift in terms of hours worked, the employee may request up to twenty-one (21) work days from the date of notification before the transfer shall become effective to allow the employee time to effect alterations in personal matters.

E. Temporary transfer to Higher Rate

1. Any employee temporarily transferred or promoted to a level with a higher rate of pay shall receive such higher rate of pay retroactive to the first day of such promotion only if the employee is in the higher rated level for five (5) or more working days.
2. Should such temporary status be caused by the illness of the incumbent, the employee shall receive the higher rate of pay retroactive to the first day of the temporary status when the temporary status has existed for twenty (20) consecutive working days.
 - a. The temporary vacancy will be advertised in the building. If no one volunteers to take the temporary position, the building administrator will appoint someone from the existing staff.
 - b. When an employee is temporarily transferred to a level with a higher rate of pay the highest priority for replacing the transferred employee will be to hire a substitute.
3. This provision shall not apply to temporary transfers/promotions resulting from employees absent on approved vacation.

F. Interview Process

1. A committee will be established by the building administrator for the purpose of interviewing candidates for custodial, custodial fireman, and chief custodian positions. Membership will include, but is not limited to, the building administrator, and the chief custodian; in the case of a chief custodian vacancy, the Supervisor of Facilities Management shall be included.
2. In the event that none of the candidates in the initial application pool meets the qualifications of the position, the vacancy shall be re-posted.
3. As soon as practicable after a vacancy has been filled, the Director of Human Resources shall notify each custodian who had requested transfer relative to the vacancy of the disposition of the request. Reasons for denial of transfer shall be given, in writing, upon request of the custodian.

G. Probation

All new employees shall be on probation for ninety (90) work days. During this period, there shall be one (1) or more interim progress reports developed by the administrative supervisor and reviewed with the employee.

If at any time during the probationary period it is determined by the District that the employee is incapable of successfully performing the job, he/she shall be immediately terminated. Any employee retained by the District, after completion of the probationary period, shall automatically obtain regular employee status and shall have seniority retroactive to the date of hire by the District.

1. Any employee who has successfully completed the probationary period shall be considered to have also satisfied all pre-employment qualifications for that position which existed at the time his/her employment began or may be subsequently established for any position in that classification.
2. During the probationary period, employees will not be able to transfer between buildings and shifts.
3. Probationary period does not include time served in a substitute or temporary position.

ARTICLE VIII
HOURS AND WORKING CONDITIONS

- A. Work Week: The normal work week shall be forty (40) hours Monday through Friday including meal break and rest periods.
- B. Normal Hours: The supervising administrator will establish normal and routine hours, consisting of eight (8) consecutive hours shifts.
- B. Meal Break: Employees are entitled to a paid (as per DOE regulations) thirty (30) minute, duty-free meal break per shift when shift is longer than four (4) hours.
- C. Rest Periods: Each employee may take a fifteen (15)-minute rest period per four (4)-hour shift. The time of such rest periods shall vary from shift to shift upon mutual agreement of the employee and his/her supervisor.
- E. Shift: Each employee shall be hired for or initially assigned a specific shift. Any permanent change in shift shall be voluntary and processed through the vacancy/transfer procedure. Any time adjustment within a shift that is projected to last more than 30 consecutive days will result in a two week notice of change to the affected employee.
 1. If an employee's duties require him/her to be alone in a school for the entire duration of a second shift, a substitute will be scheduled to work with this employee. In the event a substitute is not available, the employee will complete the scheduled shift. The

employee will communicate with an administrator or designee in the event they are alone in the building hourly for the remainder of the shift and upon exiting the building at the conclusion of the shift as a safety measure.

a. Second Shift - employees whose shift ends after 6:00 p.m.

b. No shift shall extend beyond 11:00 p.m.

F. Overtime: All time worked over forty (40) hours per week. Time so worked shall be compensated at one and one-half (1.5) times the regular rate of pay.

G. Overtime Work and Compensation

1. The District may prescribe reasonable periods of overtime work to meet operational needs. When an employee works overtime, he/she will be paid one and one-half (1.5) times regular salary or comp time as the employee prefers.

2. Compensatory time may be taken in segments at the employee's discretion. Any earned compensatory time shall be scheduled within sixty (60) calendar days of the date it is earned. In the event that the needs of the district preclude the employee from using the earned compensatory time within the sixty (60) calendar day period, such employee shall be paid for such time at one and one-half (1.5) times the regular rate of pay for each actual hour worked beyond forty (40) hours at the next appropriate pay period.

3. Employees qualified to perform the available overtime in each building, shall be offered overtime on a rotational basis. The following will be the Rotation Equity Criteria:

a. Overtime will be offered in the order of seniority. If all employees on the seniority list down to the second (2nd) least senior employee does not wish to work the offered overtime, the least senior person will work the overtime assignment.

b. Subsequent to the above item a, the next overtime assignment will be mandatory on the second (2nd) least senior employee. Thereafter, the overtime assignments will continue to be mandatory on a rotating basis, from the third (3rd) least senior employee up to the employee at the top of the seniority list.

c. Also, if the employee at the top of the seniority list accepts the overtime assignment offered in the above item a, the subsequent overtime assignment will be initially offered to the employee that is second (2nd) from the top of the seniority list.

H. Seminars, School, Conferences or Workshops: An employee required to attend a seminar, school, workshop or conference for the mutual benefit of the employee and the District, will not suffer any loss in pay for the employee's normal workweek for the time necessary for such attendance. Employees who are required to attend specialized training on weekends shall receive overtime or

compensatory time for time spent attending and traveling to and from the seminar, school, conference or workshop. The employee will be reimbursed for cost of transportation, housing and meals (as limited by the District) while he/she is away from the school facilities. Any expense for items required by the school will be reimbursed and such items shall become the property of the employer. Proof of purchase and necessity of purchase will be required to justify reimbursement. Intent is that employees are to be paid their normal pay for the pay period during attendance at seminars, schools, conferences or workshops. The above does not apply to employee's school needed to gain normal certification that is required to secure or maintain job competency as provided in the present job description. Any employee who satisfactorily completes course which improves his/her ability to perform his/her job shall be reimbursed the cost of the tuition for such course. Any employee requesting reimbursement for such a course shall have received prior approval.

- I. An employee called back to work outside his/her regular shift shall receive a minimum of two (2) hours at a compensatory rate of one and one-half (1.5).
- J. Except in emergency situations, twenty-four (24) hours' notice will be given if a temporary shift change is required. No employee shall be required to work two (2) shifts within a twenty-four (24) hour period.
- K. When schools are not in session during any student vacation period, employees who normally work the night shift may work the day shift with administrative approval.
- L. When substitutes are not provided, the supervising custodian shall modify the duty assignment(s) to provide time within the normal shift to complete the critical tasks of the absent employee. The principal in concert with the Chief Custodian or designee will determine the critical tasks to be completed when an employee is absent and a substitute custodian is not employed. At least once a year, a written explanation will be provided to custodians by the principal or designee defining critical tasks.
- M. Weekend or holiday building checks shall be performed by the chief custodian or designee. The employee performing such check(s) may modify the preceding or following work week by one (1) hour per such building check. The high school employee performing such check(s) may modify the preceding or following work week by two (2) hours per such building check. The employee shall be entitled to mileage reimbursement.
- N. When the student day is cancelled for weather or emergency conditions, the employees will work a normal day unless a plan is developed by the Supervisor of Facilities Management, building chief and principal which establishes a modified schedule that ensures equality of work time between both shifts. Once ice and snow removal has been completed, an employee may opt to use vacation or personal leave for the remainder of the shift with administrative approval. Employees that take an unscheduled Personal Illness leave on a student day in which school is cancelled for weather or emergency conditions will provide a valid physician's excuse for the absence or will have the absence coded leave without pay. If a previously scheduled and approved leave had been scheduled, the absence would be excused.

1. The District will make a good faith effort to disperse equitable resources for the purpose of snow removal throughout the District.

O. Whenever an employee's work schedule is modified to perform work beyond the established 40 hour work week on Saturday for the removal of ice and or snow such employee shall earn compensatory time at the rate of 1.5 the normal rate. Should the employee's schedule be modified to require work on Sunday or a holiday, such compensatory rate shall be at double the rate. Whenever an employee has completed his/her full work assignment for the week but is required to work on Saturday or Sunday to remove ice or snow, the employee shall receive the same rate of compensatory time as he/she would if working a modified schedule. Schedules modified during the regular work week shall be compensated on an hour for hour basis.

(Note of Intent: Before overtime or compensatory time is offered the employee must have exceeded a 40 hour work week. **Paid leave time is not included in determining an employee's 40 hour work week.**)

P. In the event that schools are closed for weather related conditions and such period is declared a Level 3 "State of Emergency" employees shall not be required to report to work and shall suffer no loss of pay for such period. When employees work during any State of Emergency, the Superintendent and CRSA officers shall meet and mutually agree to a plan for compensating affected employees.

Q. Any custodian who shall have as a part of his/her normal duties, the requirement to serve as a crossing guard shall receive appropriate training in, but not limited to, responsibilities, right of way rules, proper procedure for stopping traffic and dispatching school buses, proper procedures and use of equipment, including traffic signals. The District shall provide at least the following equipment: a flashlight with red cone (detachable), hand-held octagonal, red "STOP" sign; day-glow or neon orange colored vest. Any custodian who is pulled from assigned duties and is required to do crossing guard duties shall meet with the administrative supervisor or designee to adjust his/her daily duties.

R. Employees shall be responsible for the cleaning and/or maintenance of District approved carpeting and/or furniture placed in a classroom. Area rugs must be approved by the administrative supervisor prior to placement within the building. If the carpet becomes frayed or damaged and poses a concern to the custodial staff, the chief should notify the administrative supervisor for discussion and resolution.

S. Employees shall only be responsible for cleaning duties in the kitchen and/or cafeteria not to include food preparation equipment or food handling equipment and appliances. In the event of special needs of the food service staff, principals may assign custodians to assist the food service staff for such need.

T. Substitutes will be provided from a pool of candidates when available and based upon adequacy of funding on the following days:

1. Student school days, when absence is for two or more consecutive days; including vacation days which are estimated to last for two (2) or more consecutive days in the 180 day student school year.

2. Non-student days for absences which have lasted three (3) consecutive days and estimated to last more than five (5) days.
 3. The Superintendent of Schools and/or designee will meet with CRSA president to discuss funding.
- U. Unit members shall not be responsible for the feeding, grooming, or daily care of any animals in the building. Daily care means the upkeep of the animal's immediate containment area (pen, aquarium, or pet enclosure).
- V. Employees shall not be required to perform tasks which are not district work.

ARTICLE IX
MANAGEMENT RIGHTS CLAUSE

- A. District Rights: The parties understand and agree that the District shall have the exclusive right to:
1. Direct the work of the employees.
 2. Hire, promote, demote, transfer, assign and retain employees.
 3. Discipline, suspend or discharge employees for just cause.
 4. Maintain the efficiency of its operation.
 5. Relieve employees from duties because of lack of work or for other legitimate reasons.
 6. Determine and/or implement methods, means, assignments and personnel by which the District's operations are to be conducted.
 7. 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.
 8. Initiate, prepare, certify and administer its budget.
 9. 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 in this Agreement.

ARTICLE X
VACATIONS

- A. Employees will earn the following vacation time depending upon their years of employment:
1. For employment of less than five (5) complete years within the district ; 1.75 days per month (21 days).
 2. For employment of more than five (5) complete years within the district; 2.17 days per month (26 days).
 3. The maximum number of combined holidays and vacation days an employee may earn in a given year may not exceed 39 days.
- B. Vacation credit may be accumulated to 42 days.
- C. Years of service will be determined as of July 1. Employees hired prior to January 1 will receive credit for one (1) year of service as of the next July 1. Employees hired after January 1 will not receive one year of credit until July 1 of the year after the employment date.
- D. The building administrative supervisor shall approve vacation leave. Final decisions as to the number of employees on vacation at any time will be made by the building administrative supervisor responsible for approval.
- E. Scheduling
1. Requests for vacation must be submitted at least eight (8) days in advance, except for an emergency, or unless it is a part of leave provided under section 1318 of the Delaware Code. Vacations may be scheduled up to twelve (12) months in advance. "Emergency" shall be defined as a sudden unexpected happening or an unforeseen combination of circumstances that calls for immediate action without time for full deliberation.
 2. Approval shall be automatic unless denied within four (4) days.
 3. An employee shall be eligible to schedule a maximum of ten (10) consecutive days during the time considered the student school year.
 4. Once a vacation is scheduled it can be cancelled only by mutual consent of the employee and the District, except for days that may be scheduled as workdays between Christmas Eve and New Years' Day, as per Article XI, Section E, E1, E2.
 5. The week and days preceding the first week for teachers to report are not available for vacation unless an extenuating circumstance exists and leave is approved by the Superintendent.
- F. Vacations may start at any time during the week and holiday time or comp time accumulated will be allowed to be taken with vacations.

- G. When more than one employee within a building requests the same vacation time, and the remaining staff would be insufficient to provide for operations, seniority shall be the determining factor in awarding vacation. As a general rule no more than one (1) employee per building may be on vacation at the same time during the school year.
- H. Employees who notify the District of their intent to terminate their employment at least two (2) weeks prior to termination shall be paid for all accrued vacation.

ARTICLE XI
HOLIDAYS

- A. The following shall be holidays and no employee shall normally be required to report to work:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Good Friday
- Memorial Day
- July 4th
- Labor Day
- Election Day (bi-annually)
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day

*When one of the above Holidays falls on a weekend, the employees will get the nearest workday as a Holiday.

- B. Any employee who works on a holiday or Sunday shall be paid double his/her rate of pay.

- 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 fiscal year.
- D. The school district will be closed from Christmas Eve through the scheduled winter holiday break, whereupon employees must use vacation days, except for designated holidays, which includes Christmas Eve, Christmas Day and New Years Day. The superintendent or his/her designee may authorize the opening of school during this time period if situations (i.e. including but not limited to busted water pipes, collapsed roofs; etc.) warrant and designate workdays.
 - 1. If employees are required to report to work on days mandated as vacation days between Christmas Eve and end of the scheduled holiday break, vacation days will not be charged on these workdays and employees will receive their regular rate of pay (excluding Christmas Eve, Christmas Day, and New Years Day as per section B herein and Article VIII, Section O).
 - 2. For building checks between Christmas Eve and the end of the scheduled holiday break, the chief custodian or designee performing the building check on non-workdays will be compensated as per Article VIII, Section M.

ARTICLE XII
LEAVES OF ABSENCE

- A. An employee who will be absent from duty shall report the reason to his/her administrative supervisor or designee prior to the date of absence, when possible, and in no case later than three (3) hours before the commencement of a working day. All unauthorized and unreported absences shall be considered absence without leave, and deduction of pay shall be made for the period of absence. Three (3) consecutive workdays of absence without leave shall be construed as representing resignation from employment in the District.
- B. A physician statement certifying the medical justification for an employee's absence will not normally be requested for less than 3 days consecutive absence. Should there, however be an attendance pattern which appears to suggest abusive use of sick leave days, an employee shall be notified in writing that a physician's certificate be required for all future absences that are to be charged to sick leave. This certificate requirement will be reviewed each 6 months following such notification. The District may require an employee to be examined by a physician approved by the CRSA and the District to determine if the individual is physically capable of continuing to perform the work duties of the employee's classification. The cost of such a physical examination shall be borne by the District.
- C. 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.

- D. In addition to all leave authorized in this Article, the Superintendent 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) school fiscal year.
- E. The District, at its sole discretion, may authorize special leaves of absence with or without pay.
- F. Unpaid leaves of absences shall not constitute a break in continuous service, but shall not be credited toward seniority in the District or be a criterion for holiday, vacation, salary or any other benefits as set forth in this Agreement.
- G. Parental leave shall be granted to either parent upon the birth or adoption of a child based upon the procedure established by the District in accordance to State code.
- H. 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, if allowable, under the master contract.
- I. Employees will be granted a leave of absence during jury duty or jury service. This leave shall mean any jury duty plus travel time will serve as time worked. Therefore, if jury duty plus travel is eight (8) hours on a given day, employees will not be required to report to work on that day. However, if jury duty plus travel is less than eight (8) hours, employees will report to work for the remaining time in a normally scheduled eight (8) hour shift including lunch and breaks. This leave under this section shall be inclusive of any court required attendance for jury duty. Employees will be paid their regular pay. Travel expenses will be borne by the employee. Employees will not be required to return their jury duty compensation. Employees must notify their building administrator or designee of their jury notice and follow up daily with their jury requirements as prescribed by the Department of Justice as well as when their jury duty has ended.

(Note of Intent: The intent of the above wording is to state that the employee will get credit for actual time served and reasonable travel time. The words “normally scheduled day” simply means an 8-hour work day. If a person serves less than 8 hours, including travel time then the remainder of the time is to be served in the building.)
- J. 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.
- K. Military leave shall be granted to an employee in accordance with Section 1327, Chapter 13, Title 14, Delaware Code.
- L. The District shall establish a Donated Sick Leave program in compliance with the amendments to Title 14 Delaware Code, Chapter 13, Section 1318A and Subsection (c). A donated leave policy has been developed to assist employees suffering from a catastrophic illness or injury to themselves or a family member. So long as such a policy is in effect, the Association shall have the right to have a representative on any committee that is related to the operation of the program. A copy of this

policy shall be distributed to each employee, and in subsequent years, it shall be distributed to new employees.

ARTICLE XIII
CHECKOFF PROVISIONS

- A. The District agrees to deduct from the pay of employees who are CRSA members covered by this Agreement, dues of the local organization having jurisdiction over such employees, and agrees to remit to said local organization all such deductions. Where laws require written authorization by the employees, the same is to be furnished in the form required. No such authorization shall be recognized if in violation of State or Federal law. No deduction shall be made which is prohibited by applicable law.
- B. The District shall make deductions for recognized credit unions, local and/or state, provided the employee has provided proper authorization.
- C. The CRSA, its successors or assigns, agrees to indemnify and hold the District harmless against any and all claims, demands, suits, orders, damages or judgments brought or issued against the District as a result of any action taken by the District at the request of the CRSA or by reason of action taken in reliance on individually authorized deduction forms furnished to the employer by the CRSA.
- D. As a condition of employment, employees will become members of the Association or will pay a service fee determined by the Association.

The District agrees to deduct such Association service fee from the pay of employees in the collective bargaining unit for more than thirty (30) days who are not, who do not become, or who do not remain members of the Association.

ARTICLE XIV
DELEGATES AND COMMITTEES

- A. If an employee is chosen by the CRSA as a delegate to a convention, or on a committee, the CRSA shall give the employer seven (7) days notice prior to such employee being absent for such purpose. Not more than two (2) employees may serve as a delegate or committee person at one (1) time without written permission from the employer. Serving on these committees shall be without pay and at the expense of the employee.

ARTICLE XV
MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement is held to be contrary to any applicable law or ruling of the Federal or State governments, then such provisions or applications shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall give such notice in writing.
- C. This Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by the parties.
- D. Within sixty (60) days after this Agreement is signed, and after agreement by both parties on format, the Agreement shall be printed and the cost of printing shall be borne by the District. It is the intent of the parties that a copy of this Agreement shall be presented to each employee covered by this Agreement. The Association shall be permitted to have ten (10) copies without charge.

ARTICLE XVI
CRSA RIGHTS/REPRESENTATIVES

- A. The Association shall provide the District with a list of officers and the Association Representatives in each building.
- B. The authority of the representatives and alternates so designated by the CRSA shall be such as are appropriate and proper as the exclusive representative of the employees within the bargaining unit.
- C. The CRSA recognizes that representatives and alternates have no authority to take any action interrupting the employer's operations.
- D. CRSA and its representatives shall have the right to use school buildings for meetings. Authorization for the time and place of said meetings is to be obtained in advance from the principal of the building in question. Employees shall not attend said meetings during their normal duty hours.

- E. The Association shall have the right to use school facilities and equipment, designated computers, copiers, other duplication equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and for any repairs necessitated as a result thereof.
- F. Board agendas shall be sent to the President of CRSA prior to the scheduled Board meetings. Minutes of such Board meetings shall be sent to the Association President following their approval by the Board.
- G. The Association shall have the right to place a bulletin board in an area of the building determined by each building's Association members for such official Association purpose(s) as may be appropriate.
- H. Following adoption of the new manual, one copy of current Board Policy shall be provided to the President of the Association. Revisions and additions to Board policy shall be mailed to the President of the Association as soon as possible after such revisions and/or additions are adopted by the Board.
- I. The Association shall have the right to use inter-school mail facilities and school mailboxes, including district email. Copies of notices, bulletins, fliers, etc., forwarded by way of inter-school mail facilities or mailboxes and for the CRSA general membership, shall be provided to the building principal and the Superintendent unless they are in a sealed envelope and individually addressed.
- J.
 1. The Board shall provide normal compensation for a maximum of five (5) CRSA employees engaged in negotiations toward a new agreement during normal working hours for up to a maximum of two (2) days. If subsequent negotiation sessions are necessary the Board will make reasonable accommodations to allow employees to satisfy normal working hours.
 2. The District shall allow the President of the Association or his/her designee seven (7) paid days per year to be used for Association-related business at the discretion of the President. Use of such days shall require three (3) days prior notice to the Superintendent and the employees' building administrator, except in case of emergency. Time can be taken in no less than ¼ days increments.
- K. The Association shall have two (2) In-Service opportunities throughout the school year to conduct District and Association business. The In-Service opportunities and meeting location shall be determined utilizing the District Liaison process at the beginning of each year as agreed upon by the Association leadership and the Superintendent or designee. The time allotted for association business will be 75 minutes inclusive of lunch/travel time.

ARTICLE XVII
PERSONNEL FILES

- A. All official employee files shall be maintained by the Administration according to the conditions of this Article.
- B. No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file or building site file unless the employee has been given an opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and have it attached to the file copy.
- C. Upon the request of an employee, he/she shall have the right to review the contents of his/her personnel file or building site file, except for personal references identified as confidential, which shall be removed by the person in charge of said file in the presence of the employee. The employee may receive, at the employee's expense, a copy of any document reviewed. The employee may initial and date each page of his/her personnel file at the time of any such review.

If the Superintendent or designee declines to remove such materials from the employee's personnel file, the employee may submit a written statement explaining the employee's position. The Superintendent or said designee shall provide employee with a written explanation of the decision, if denied, within ten (10) working days.

- D. A representative of the CRSA may, at the employee's request, accompany the employee during the review of his/her files.
- E. The use and examination of an employee's file shall be limited to the Board of Education, District administrative personnel and/or their office staff.
- F. An employee shall have the right to indicate those materials which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and if, in the opinion of the Superintendent or designee, they are obsolete or otherwise inappropriate to retain, they shall be destroyed. If the Superintendent or designee declines to remove such materials from the employee's personnel file or building site file, the employee may submit a written statement explaining the employee's position.
- G. The Board agrees to protect the confidentiality of personal references and other similar documents and will retain only one file per employee, except as stipulated in Article III, this document.

ARTICLE XVIII
EVALUATION

- A. All monitoring or observation of employees and/or their work shall be conducted openly and with full knowledge of the employee. The Chief Custodian/Fireman shall direct and supervise the work of the custodial staff including identifying employees' substandard performance.
- B. Each new employee will be evaluated in writing by his/her administrative supervisor within the first six (6) months of employment and at least once each calendar year thereafter. Evaluations will only include observations of the performance since the last evaluation.
- C. Observation of an employee's work performance shall be conducted on-going by the administrative supervisor (building principal or designee and/or the Supervisor of Facilities Management).
 - 1. When an employee's performance may lead to a less than average overall evaluation and/or disciplinary action, it shall be brought to the attention of the employee. The administrative supervisor shall hold a conference with the employee and an Association representative, at the request of the employee, to discuss the performance, possible ways to resolve the problem(s), a mutually agreed upon timeline to show improvement, and the assistance the District will provide the employee. If the administrative supervisor creates a written meeting summary, the employee shall receive a copy. If the issue is resolved, all copies of the written summary shall be returned to the employee.
 - 2. If the employee's performance continues to be deficient, the administrative supervisor will place his/her concerns in writing. If an improvement plan is deemed appropriate by the administrative supervisor, it will be developed by the employee and the administrative supervisor. An Association representative may be present at the request of the employee. The plan will be specifically directed to the observed deficiencies in performance, include ways to resolve the problem(s), a specific timeline for completion, and shall provide for assistance in implementation at the request of the employee. A failure to remediate targeted deficiencies may lead to discipline and/or a less than average overall evaluation which will be performed pursuant to the provisions of this article.
 - 3. Subsection C may be waived only in the event of a safety issue.
- D. A formal written evaluation of each employee shall occur annually.
 - 1. The administrative supervisor shall schedule a conference with the employee to discuss the contents of the completed evaluation. An employee shall be given a copy of the evaluation at least two (2) days prior to the conference. The employee shall sign the evaluation form after the conference to signify that the conference has occurred and the employee has had an opportunity to review the contents. The employee's signature means that (s)he has seen the evaluation and does not mean agreement with its content. The employee shall have a right to comment in writing about the contents of the evaluation and said comments shall be attached to the evaluation form before it is placed in the employee's personnel file. The employee shall have ten (10) days after the conference to submit an attachment to the administrative supervisor.

2. Any evaluation which contains a category that is evaluated less than average must be accompanied by written documentation and/or evidence of deficiency and written recommendations for improvement developed by the employee and the administrative supervisor. The plan will be specifically directed to the observed deficiencies in performance, include a specific timeline for completion, and shall provide for assistance in implementation.
 3. The administrative supervisor shall submit the completed evaluation form, employee comments, if any, and the plan, if any, to the Director of Human Resources.
- E. Contents of an employee's evaluation are not subject to the grievance provision of this Agreement.

ARTICLE XIX
EMPLOYEE RIGHTS

- A. The rights specified in this Agreement shall be in addition to and not be construed to deny or restrict any employee's rights as prescribed by law.
- B. Any employee required to appear before an administrator, supervisor, or any other agent of the Board concerning any matter which could result in disciplinary action, shall be given written notice at least forty-eight (48) hours prior to the meeting stating the reasons for such meeting, and shall have the right to be accompanied by an Association representative. The two day notice shall not be required if the administration determines a critical situation requiring immediate attention as long as all rights to representation and due process are maintained. The employee, having been advised of his/her right to representation, must request Association representation or such right shall be considered to be waived. The failure to request an Association representative at the initial stage of a meeting will not limit the employee's right to request such assistance at a later time during the meeting or at subsequent meetings. Such right to representation shall not apply to conversations between supervisor and employee relating to, for example, the supervisor's giving instructions, training or modifications of work techniques.
- C. Should an employee receive a notice of intent to terminate, the employee will have an opportunity to have a hearing before the Board of Education. Such a hearing must be requested by the employee, through the Superintendent, in writing, no more than five (5) days after the employee receives notification of recommendation for termination. The hearing will be held within 15 days of receipt of the request by the Superintendent. The employee may have a representative of his/her choice present at the hearing. If the employee submits a timely request for a ~~Board~~ hearing, and is not satisfied with the Board's decision, the employee may submit an Arbitration Demand to the Public Employment Relations Board. The Demand for binding arbitration must certify a copy of the Demand was sent to the Superintendent. The Demand must be postmarked within 15 days after the employee receives the Board's decision. Section 4013(c) of Title 14 shall control the arbitration proceeding. Termination is not subject to grievance mediation.
- D. No employee shall be reprimanded, disciplined, reduced in rank or compensation without just cause.

- E. Any suspension of an employee that does not result in charges, or where charges are made and either dropped or overruled, shall result in all rights being restored.
- F. Except for extenuating circumstances, any criticism by a supervisor, administrator or Board member of an employee shall be made in confidence and not in the presence of students, teachers, parents, other employees, or in any other public gathering.
- G. No employee shall be prevented from wearing or displaying pins or other reasonable identification of membership in the CRSA or its affiliates, providing such does not limit ability to perform assigned work efficiently or in a safe manner.
- H. In accordance with and to the extent allowable by law, an employee may, within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary to quiet a disturbance threatening immediate physical injury to himself/herself and others or the destruction of property.
- I. The Board regards assault on an employee as a serious matter. Employees shall immediately report cases of assault suffered by them in connection with their employment, to their supervisor. The handling of said cases will then proceed as per the District Staff Handbook.
- J. Employees may leave the building during scheduled meal and rest breaks after having entered the departure time and subsequent return time in a log in the central office. An employee who leaves at other times during the day shift shall do so with the approval of the administrative supervisor.
- K. If any supervisor receives a complaint about an employee which has been validated, said complaint shall be brought to the attention of the employee in a timely manner or will not be cited in an evaluation or reprimand.
- L. Unless indicated at the time of employment, Custodians can assume their employment with the district to be on a continuing basis.

ARTICLE XX
ASSOCIATION-ADMINISTRATION LIAISON

- A. The Principal or designee at each work site shall meet with CRSA Building Representatives at least once a month, unless mutually cancelled, to discuss concerns relating to matters of interest to either party.
- B. The Superintendent, or designee shall meet with the CRSA President and no more than three (3) CRSA Representatives, one of who may be DSEA UniServ, at least once a month, unless mutually cancelled to discuss concerns relating to matters of interest to either party. An agenda of items to be discussed must be submitted to the Superintendent four (4) days in advance of the meeting.

ARTICLE XXI
HEALTH AND SAFETY

- A. Employees will not be subjected to a work environment that by design endangers their health and/or safety. If an employee observes what could be a dangerous situation, he/she shall notify his/her supervisor immediately.
- B. The District will provide suitable clothing and protective equipment when boilers are to be cleaned and/or when conditions are such that goggles, gloves, ear plugs, dust masks, respirators and/or toe protectors/safety shoes are to be worn.
- C. The District agrees to provide such training to employees with respect to the equipment they use to ensure such equipment is used safely and not to assign employees to a task that would be hazardous to their person.
- D. At such times as the boilers are to be cleaned, the employees [maximum of four (4)] assigned to clean such and whose clothes and person are soiled upon completion of the project may leave the work site for the remainder of the day.
- E. Employees shall not be required to participate in searches of buildings which are conducted after a bomb threat has been received. Any employee who elects not to participate in such searches may be assigned other duties deemed necessary during such search. Any such duties shall not jeopardize the employee's safety.

ARTICLE XXII
COMPLETE AGREEMENT

- A. This Agreement replaces any and all other verbal or written agreements. The CRSA and the District acknowledge that the understandings and agreements arrived at between the parties during negotiations, are set forth in this Agreement and in the extensions thereof.
- B. This Article is not intended to prohibit discussion between the District and employees in regard to existing practices or any changes effected by either the legislature or courts during the term of this Agreement

ARTICLE XXIII
DURATION OF AGREEMENT

This Agreement shall continue in full force and effect until June 30, 2023.

Appendix A - 1
 Local Supplement -- Custodial
 (Effective as of 7/1/2019)

Longevity	
Years 3-9	100
Years 10-14	150
Years 15-19	200
Years 20-24	250
Years 25 and up	300

FY 2020 w/o Longevity								
Years	Cust	Mail	CF	CFB	CH5	CH6	CH11	MT
0	4,372	7,631	7,631	7,988	8,258	8,619	9,157	8,141
1	4,506	7,631	7,631	7,988	8,258	8,619	9,157	8,141
2	7,141	7,631	7,631	7,988	8,258	8,619	9,157	8,141
3	7,141	7,631	7,631	7,988	8,258	8,619	9,157	8,141
4	7,141	7,631	7,631	7,988	8,258	8,619	9,157	8,141

5	7,643	7,999	7,999	8,359	8,629	8,986	9,525	8,141
6	7,643	7,999	7,999	8,359	8,629	8,986	9,525	8,141
7	7,643	7,999	7,999	8,359	8,629	8,986	9,525	8,141
8	7,643	7,999	7,999	8,359	8,629	8,986	9,525	8,141
9	7,643	7,999	7,999	8,359	8,629	8,986	9,525	8,141
10	8,014	8,368	8,368	8,728	8,997	9,357	9,894	8,141
11	8,014	8,368	8,368	8,728	8,997	9,357	9,894	8,141
12	8,014	8,368	8,368	8,728	8,997	9,357	9,894	8,141
13	8,014	8,368	8,368	8,728	8,997	9,357	9,894	8,141
14	8,014	8,368	8,368	8,728	8,997	9,357	9,894	8,141
15	8,382	8,741	8,741	9,098	9,366	9,724	10,264	8,141
16	8,382	8,741	8,741	9,098	9,366	9,724	10,264	8,141
17	8,382	8,741	8,741	9,098	9,366	9,724	10,264	8,141
18	8,382	8,741	8,741	9,098	9,366	9,724	10,264	8,141
19	8,382	8,741	8,741	9,098	9,366	9,724	10,264	8,141
20	8,752	9,108	9,108	9,468	9,736	10,095	10,632	8,141
21	8,752	9,108	9,108	9,468	9,736	10,095	10,632	8,141
22	8,752	9,108	9,108	9,468	9,736	10,095	10,632	8,141
23	8,752	9,108	9,108	9,468	9,736	10,095	10,632	8,141
24	8,752	9,108	9,108	9,468	9,736	10,095	10,632	8,141
25	9,120	9,477	9,477	9,836	10,105	10,463	11,001	8,141

Longevity	
Years 3-9	100
Years 10-14	150
Years 15-19	200
Years 20-24	250
Years 25 and up	300

FY 2021 w/o Longevity								
Years	Cust	Mail	CF	CFB	CH5	CH6	CH11	MT
0	4,416	7,707	7,707	8,068	8,341	8,705	9,249	8,222
1	4,551	7,707	7,707	8,068	8,341	8,705	9,249	8,222
2	7,212	7,707	7,707	8,068	8,341	8,705	9,249	8,222
3	7,212	7,707	7,707	8,068	8,341	8,705	9,249	8,222
4	7,212	7,707	7,707	8,068	8,341	8,705	9,249	8,222
5	7,719	8,079	8,079	8,443	8,715	9,076	9,620	8,222
6	7,719	8,079	8,079	8,443	8,715	9,076	9,620	8,222
7	7,719	8,079	8,079	8,443	8,715	9,076	9,620	8,222
8	7,719	8,079	8,079	8,443	8,715	9,076	9,620	8,222

9	7,719	8,079	8,079	8,443	8,715	9,076	9,620	8,222
10	8,094	8,452	8,452	8,815	9,087	9,451	9,993	8,222
11	8,094	8,452	8,452	8,815	9,087	9,451	9,993	8,222
12	8,094	8,452	8,452	8,815	9,087	9,451	9,993	8,222
13	8,094	8,452	8,452	8,815	9,087	9,451	9,993	8,222
14	8,094	8,452	8,452	8,815	9,087	9,451	9,993	8,222
15	8,466	8,828	8,828	9,189	9,460	9,821	10,367	8,222
16	8,466	8,828	8,828	9,189	9,460	9,821	10,367	8,222
17	8,466	8,828	8,828	9,189	9,460	9,821	10,367	8,222
18	8,466	8,828	8,828	9,189	9,460	9,821	10,367	8,222
19	8,466	8,828	8,828	9,189	9,460	9,821	10,367	8,222
20	8,840	9,199	9,199	9,563	9,833	10,196	10,738	8,222
21	8,840	9,199	9,199	9,563	9,833	10,196	10,738	8,222
22	8,840	9,199	9,199	9,563	9,833	10,196	10,738	8,222
23	8,840	9,199	9,199	9,563	9,833	10,196	10,738	8,222
24	8,840	9,199	9,199	9,563	9,833	10,196	10,738	8,222
25	9,211	9,572	9,572	9,934	10,206	10,568	11,111	8,222

Longevity	
Years 3-9	100
Years 10-14	150
Years 15-19	200
Years 20-24	250
Years 25 and up	300

FY 2022 w/o Longevity								
Years	Cust	Mail	CF	CFB	CH5	CH6	CH11	MT
0	4,460	7,784	7,784	8,149	8,424	8,792	9,341	8,304
1	4,597	7,784	7,784	8,149	8,424	8,792	9,341	8,304
2	7,284	7,784	7,784	8,149	8,424	8,792	9,341	8,304
3	7,284	7,784	7,784	8,149	8,424	8,792	9,341	8,304
4	7,284	7,784	7,784	8,149	8,424	8,792	9,341	8,304
5	7,796	8,160	8,160	8,527	8,802	9,167	9,716	8,304
6	7,796	8,160	8,160	8,527	8,802	9,167	9,716	8,304
7	7,796	8,160	8,160	8,527	8,802	9,167	9,716	8,304
8	7,796	8,160	8,160	8,527	8,802	9,167	9,716	8,304
9	7,796	8,160	8,160	8,527	8,802	9,167	9,716	8,304
10	8,175	8,537	8,537	8,903	9,178	9,546	10,093	8,304
11	8,175	8,537	8,537	8,903	9,178	9,546	10,093	8,304
12	8,175	8,537	8,537	8,903	9,178	9,546	10,093	8,304
13	8,175	8,537	8,537	8,903	9,178	9,546	10,093	8,304
14	8,175	8,537	8,537	8,903	9,178	9,546	10,093	8,304
15	8,551	8,916	8,916	9,281	9,555	9,919	10,471	8,304
16	8,551	8,916	8,916	9,281	9,555	9,919	10,471	8,304
17	8,551	8,916	8,916	9,281	9,555	9,919	10,471	8,304
18	8,551	8,916	8,916	9,281	9,555	9,919	10,471	8,304
19	8,551	8,916	8,916	9,281	9,555	9,919	10,471	8,304
20	8,928	9,291	9,291	9,659	9,931	10,298	10,845	8,304
21	8,928	9,291	9,291	9,659	9,931	10,298	10,845	8,304
22	8,928	9,291	9,291	9,659	9,931	10,298	10,845	8,304
23	8,928	9,291	9,291	9,659	9,931	10,298	10,845	8,304
24	8,928	9,291	9,291	9,659	9,931	10,298	10,845	8,304
25	9,303	9,668	9,668	10,033	10,308	10,674	11,222	8,304

Longevity	
Years 3-9	100
Years 10-14	150
Years 15-19	200
Years 20-24	250
Years 25 and up	300

FY 2023 w/o Longevity								
Years	Cust	Mail	CF	CFB	CH5	CH6	CH11	MT
0	4,505	7,862	7,862	8,230	8,508	8,880	9,434	8,387
1	4,643	7,862	7,862	8,230	8,508	8,880	9,434	8,387
2	7,357	7,862	7,862	8,230	8,508	8,880	9,434	8,387
3	7,357	7,862	7,862	8,230	8,508	8,880	9,434	8,387
4	7,357	7,862	7,862	8,230	8,508	8,880	9,434	8,387
5	7,874	8,242	8,242	8,612	8,890	9,259	9,813	8,387
6	7,874	8,242	8,242	8,612	8,890	9,259	9,813	8,387
7	7,874	8,242	8,242	8,612	8,890	9,259	9,813	8,387
8	7,874	8,242	8,242	8,612	8,890	9,259	9,813	8,387
9	7,874	8,242	8,242	8,612	8,890	9,259	9,813	8,387
10	8,257	8,622	8,622	8,992	9,270	9,641	10,194	8,387
11	8,257	8,622	8,622	8,992	9,270	9,641	10,194	8,387
12	8,257	8,622	8,622	8,992	9,270	9,641	10,194	8,387
13	8,257	8,622	8,622	8,992	9,270	9,641	10,194	8,387
14	8,257	8,622	8,622	8,992	9,270	9,641	10,194	8,387
15	8,637	9,005	9,005	9,374	9,651	10,018	10,576	8,387
16	8,637	9,005	9,005	9,374	9,651	10,018	10,576	8,387
17	8,637	9,005	9,005	9,374	9,651	10,018	10,576	8,387
18	8,637	9,005	9,005	9,374	9,651	10,018	10,576	8,387
19	8,637	9,005	9,005	9,374	9,651	10,018	10,576	8,387
20	9,017	9,384	9,384	9,756	10,030	10,401	10,953	8,387
21	9,017	9,384	9,384	9,756	10,030	10,401	10,953	8,387
22	9,017	9,384	9,384	9,756	10,030	10,401	10,953	8,387
23	9,017	9,384	9,384	9,756	10,030	10,401	10,953	8,387
24	9,017	9,384	9,384	9,756	10,030	10,401	10,953	8,387
25	9,396	9,765	9,765	10,133	10,411	10,781	11,334	8,387

Maintenance Mechanic Stipends
Appendix: A-2
Caesar Rodney School District

State salary for the following positions will be calculated per the following adjustment to the assigned salary grade. The adjustment will include a percentage of the total state salary which is calculated as a Maintenance Mechanic (MM) with the remainder from the pay grade for the assigned position.

Chief Custodian* Custodian/Fireman*

	MM	CC	MM	CF
CRHS	50%	50%	10%	90%
FMS	50%	50%	10%	90%
PMS	50%	50%	10%	90%
WRB	25%	75%		
AF	25%	75%		
NHS	25%	75%		
WBS	25%	75%		
JFC	25%	75%		
SH	25%	75%		
JRM	25%	75%		
ABM	25%	75%		
GSW	25%	75%		

*The Chief Custodian (CC) and the Custodian/Fireman (CF) who qualify for a partial maintenance stipend will be expected to perform advanced maintenance tasks as outlined in Level III of the Custodial Training and assigned by the Chief Custodian or building Principal and approved by the Director of Support Services or designee.

In the event that the advanced maintenance tasks are assigned to a custodian, that custodian will receive the percent of the MM stipend assigned to the appropriate position.

The Chief Custodian or Custodian/Fireman receiving this stipend is expected to perform and provide leadership for normal and routine maintenance which a regular fireman or custodian might refer to a person who receives this stipend.

Note: Any employee currently receiving a stipend, who is assigned to one of the positions listed above, will continue to receive the past contractual stipend percent until such a time he/she transfers from the position.

Appendix B -- Group Dental Insurance
 Caesar Rodney School District
EMPLOYEE AND DEPENDENT PROGRAM

Dental Treatment Costs

<u>Dental Services Proposed</u>	<u>Paid by Provider</u>	<u>Paid by Patient</u>
DIAGNOSTIC	100%	0%
PREVENTIVE	100%	0%
BASIC RESTORATIVE	100%	0%
ORAL SURGERY	100%	0%
ENDODONTIC	100%	0%
PERIODONTIC	100%	0%
MAJOR RESTORATIVE	80%	20%
PROSTHODONTIC	80%	20%
ADULT ORTHODONTICS	60%	40%
SEALANTS	50%	50%

Maximum -- \$1,250 per person per calendar year. Orthodontics has a separate maximum of \$1,000 lifetime per patient.

Eligible dependent Children are covered to age 26. Mentally/Physically dependent children are eligible for dental care under the program regardless of age, as are physically incapacitated children who are incapable of self-support. Orthodontics is a benefit for dependent children to age 19.

Appendix C
Group Long-Term Disability Income Plan

Monthly Benefit	60% of salary* with offsets**
Maximum Monthly Benefit	\$1,000.00
Waiting Period	60 consecutive calendar days
Maximum Benefit Period	
Sickness	to age 65
Accident	to age 65

The policy shall include a Social Security freeze provision whereby after a period of disability has been established, increases in benefits payable through Social Security (Primary and Family Benefit) or any other State or Federal Government disability or retirement plan will not reduce benefits currently payable under this plan so long as the Master Policy is in force.

* The term "salary" shall mean one-twelfth (1/12) of the annual wage or salary, exclusive of bonuses and overtime earnings.

** "Offsets" -- Any amount of income paid or payable to the insured employee under Workmen's Compensation, Teacher Retirement Program, State Retirement Program or any other disability retirement plan provided by governmental agencies, including any payments for which the dependent may qualify as a result of the employee's disability under such plan, and any disability payments under any other group disability income plan.