AGREEMENT

between the

CHRISTINA SCHOOL DISTRICT
BOARD OF EDUCATION

and the

INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE & AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA

July 1, 2021 through June 30, 2024
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PREAMBLE

This Agreement is made by and between the International Union, United Automobile & Agricultural Implement Workers of America ("the UAW") and the Board of Education of the Christina School District ("the Board").

It is the intent and purpose of the parties to promote harmony among the employees and managers through mutual understandings, and to cooperate fully in implementation of this Agreement for the mutual purpose of assuring safe, efficient, and uninterrupted transportation for District student and to provide for safe and mutually satisfactory working conditions for the employees represented by the UAW. It is agreed as follows:

ARTICLE 1
Recognition

1:1 The District recognizes the UAW as the exclusive collective bargaining representative of all full-time and part-time bus drivers and full-time and part-time attendants employed by the Christina School District (excluding reported time bus substitute drivers and reported time substitute bus attendants), as certified by the Public Employment Relations Board (PERB), in those employment matters subject to collective bargaining under Title 14 of the Delaware Code.

1:2 The District agrees that it will not extend to any other employee organization any of the rights and/or privileges granted to the UAW as exclusive representative of the employees as long as the UAW remains the exclusive representative of the employees as long as the UAW remains the exclusive representative.

1:3 Definitions

1:3.1 The "UAW" as used in this Agreement shall mean the International Union UAW and its Local 1183.

1:3.2 The term "District" as used in this Agreement shall mean the Christina School District and/or its designees or representatives.

1:3.3 The term "driver" as used in this Agreement shall mean any person employed in a position within the bargaining unit represented by the UAW who is employed as a Bus Driver by the District.

1:3.4 The term "Bus Attendant" as used in this Agreement shall mean any person employed with the bargaining unit represented by the UAW who is employed as a Bus Attendant by the District.
The term "days" as used in the Agreement, unless specifically indicated otherwise, shall mean working days.

The term "employee" as used in this Agreement shall mean any person employed in a position within the bargaining unit represented by the UAW.

The term "bargaining unit" as used in this Agreement shall mean that group of employees covered by this Agreement.

The term "Board" as used in this Agreement shall mean the Christina Board of Education.

The term "involuntary transfer" as used in this Agreement shall mean any change in assignment that was made to meet operational requirements of the District.

The term "seniority" as used in this Agreement shall be calculated as the length of continuous service, starting with the most recent date of hire in driver or bus aide position in the District.

The term "grievance" as used in this Agreement shall mean a claim by an employee or the UAW that there has been a misinterpretation, misapplication or violation of this Agreement, affecting an employee or a group of employees.

The term "grievant" as used in this Agreement shall mean the employees or the UAW making the claim.

The term "Work Year" is defined as the normal work year for employees shall be equal to the number of student days in a fiscal year associated with the assigned bus routes at the appropriate grade levels as established by the Board. In addition to regularly scheduled work days, there shall be mandatory training time, the hours of which shall be established by the district, for the purpose of employee orientation and other necessary training. The time the employee spends in training shall be paid at the employee rate.

The term "Work Week" is defined as the normal work week shall be Monday through Friday, except during those weeks when students are not scheduled to attend school as designated on the District Calendar approved by the Board.

The term "Work Day" is defined as a work day shall consist of the regularly assigned work hours per day corresponding to the student attendance day appropriate to the school calendar and assigned bus
route.

1:3.17 The term "Extra Work" shall be defined as all work other than "To-From" route work. Some examples of extra work would be field trips, shuttles, activity runs, bus washing, seat repairs, minor bus repairs, bus inspections and other weekend assignments.

1:3.18 References to the Superintendent, Supervisor of Transportation, Chief Operating Officer or Administrators in Human Resources includes the designees of such individuals.

1:3.19 Bus drivers and attendants represented in this agreement are recognized as employees of the State of Delaware.

ARTICLE 2
Handbook and Agreement

2:1 The Transportation Department Handbook for Bus Drivers and Bus Attendant shall be controlling except to the extent this Handbook is inconsistent with the provisions of this Agreement or State Code.

2:2 The Handbook may be modified by the District so long as such modifications are not inconsistent with this Agreement. The Union may submit proposed changes to the Handbook, in writing, to the Supervisor of Transportation by the first Monday in May each year. The changes proposed by the Union shall be considered by the employer for the Handbook applicable for the following work year. The District shall provide, in writing, a copy of all Transportation Department Handbook changes at an appropriate time to each employee and the unions UAW representative. The district will provide a copy of the changes that are being made prior to distribution.

2:3 If any provision of this Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provision or applications shall continue in full force and effect.

2:4 If during the life of this Agreement any administrative rule or regulation or Board policy shall be inconsistent with the provisions of this Agreement, this Agreement shall be controlling over the inconsistent language in such administrative rules and regulations or Board policy.

2:5 This Agreement incorporates the entire understanding of the parties on all matters which were, or should have been, the subject of negotiations. During the term of the Agreement, neither party shall be
required to negotiate with respect to any matter whether or not covered at the time this Agreement was executed. Should the parties, however, agree to discuss and conclude agreement on any issue(s), such agreement(s) shall be in writing and approved by both parties.

2:6 The Agreement will be posted on the District website once ratified by employees and approved by the board of education.

2:7 Handbooks will be given to all unit members upon hire and when revised.

2:8 Memos to be distributed to all UAW employees from the transportation supervisor or designee will be provided to the UAW or designee 24 hours in advance. All information provided to UAW will be held as confidential until distribution by management to all employees.

ARTICLE 3
Rights of the Board

3.1 The Board and District, otherwise acting in accordance with this Agreement, have the right and the obligation to conduct investigations as necessary for the safe, efficient and proper operation of the District.

3:2 The UAW shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability that shall arise out of or by reason of any action taken or not taken by the district for the purpose of complying with any of the provisions of this Agreement.

3:3 The UAW shall provide to the Supervisor of Transportation a current roster of its elected officials at the beginning of each school year, and within seven (7) days of any changes to the roster.

3:4 The UAW shall notify the Supervisor of Transportation when a representative is on the premises to speak with an employee.

3:5 Except as otherwise limited by this Agreement, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Delaware and of the United States, and including, but without limiting the generality of the foregoing, the right:

a. To exercise executive management and administrative control of the school system including transportation, its properties and facilities, and to direct the work activities of its employees, or to establish Board policy;
b. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, or for cause, their dismissal or demotion, except for probationary employees; and to promote, place, transfer and assign all such employees; and

c. To exercise the foregoing powers, rights, authority, duties and responsibilities of the Board in the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by terms of this Agreement and to the extent such are in conformance with laws of the State of Delaware and the United States.

3:6 Except as otherwise limited by this Agreement, nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Delaware School Laws or any other national, state, county, district, or local laws or regulations.

3:7 In an emergency that creates a clear and present danger to the health, safety or welfare of District students, the Board or Superintendent may take appropriate action.

ARTICLE 4
Rights of the Parties

4:1 All employees employed for more than thirty (30) days are eligible to become a member of UAW.

4:1.1 The employer agrees to deduct the membership dues, or V-CAP contribution from the earned wages of each employee who has elected to become a member of UAW. Such deductions shall be made after the employee signs the membership form provided by the UAW. On or before the first (1st) of each month, the UAW shall deliver to the employer additional signed membership forms under which membership dues, or V-CAP deductions shall be made from the semimonthly payroll. The UAW will notify the District thirty (30) days prior to any changes in dues.

4:2 The District agrees to make available to the UAW, upon reasonable request, all information, reports, and budgets which are available to the public and shall, upon reasonable written request, make available to the UAW other statistics, information and records
necessary for negotiations. This information shall be handled in a manner respecting the privacy rights of District employees, students and parents.

4:3
The UAW shall be provided a locked bulletin board at both locations for posting notices in areas readily available to employees and assigned for the dissemination of information by means of notices, circulars, or other similar materials pertaining to UAW business. A copy of materials distributed or posted shall be given to the Supervisor of Transportation or designee at the time of posting or distribution. Items posted in the locked bulletin board will not be posted in any other location within the transportation buildings without prior approval from administration. The union may also use the mailbox system.

4:3.1
UAW representatives shall have the right to speak to employees during regularly scheduled meetings if the representative notifies the transportation supervisor at least two (2) days in advance of the scheduled meeting. The requirement for two (2) days advance notice may be waived by mutual agreement. Placement on the meeting agenda shall be at the discretion of the transportation supervisor.

4:3.2
UAW will be awarded thirty (30) minutes on the agenda of the professional development days when requested.

4:4
The UAW shall have the right to use office facilities and office equipment, at reasonable times, when such equipment is not otherwise in use. Such use does not extend to use of District computers, or access to District data bases. The UAW shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof. Prior approval shall be obtained from the Supervisor of Transportation.

4:5
The UAW International representative shall have the right to speak to employees during regular scheduled transportation meetings at an appropriate time as mutually established with the Supervisor of Transportation. Employees will not be compensated for attendance at union meetings.

4:6
Accredited representatives of the UAW shall be permitted to transact official UAW business at the bus yard at reasonable times when the yard is open and such transactions do not interfere with or disrupt employee performance and responsibility. Representatives must make their presence known to an administrator in the transportation department.
4:7 Whenever, by mutual agreement of the parties; any representatives of the UAW participate during regularly scheduled work hours in negotiations, they shall suffer no loss in pay nor shall they be required to make up the time lost.

4:8 The District shall grant unpaid leave to one or more Union members for the purpose of attending Union meetings, conferences and training programs, for a total of 60 hours per fiscal year (from July 1 to June 30 of the following year) for the bargaining unit as a whole with the exclusion of Union Summer School and the Constitutional Convention. For an employee to receive unpaid leave for Union business, the employee's immediate supervisor must be given reasonable notice of the need for the leave and the dates of said leave.

4:9 The District shall immediately inform the Union Chairperson of all newly hired employees into Bargaining Unit position, and afford adequate paid time, not to exceed three (3) hours, for the new hire and the Chairperson (or his/her designee) to conduct an orientation.

4:10 The Board shall not discriminate against, interfere with, restrain nor coerce employees in the right to organize or to join or participate in UAW activities.

4:11 Except in an emergency, notices for meetings shall be posted 48 hours in advance.

4:12 New Hire Contact sheet to be given to each new hire with new hires information on it and submitted to the union in a timely manner, at least once a month.

4:13 In no event shall an employee be required to operate a bus that fails to meet any Federal or State law, standard or regulation.

ARTICLE 5
Employee Assignments

5:1 The District shall establish the hours of work appropriate to assigned bus routes for employees based upon the need for such services.

5:1.1 All extra work postings will be given to unit chairperson.
5:1.1.1 All extra work assignments shall be rotated based on hours available and seniority through a biannual sign-up sheet with the exception of changes occurring through 5:14.

5:1.2 All open permanent work assignments shall be based on seniority.

5:1.3 Retired drivers can be assigned any available work once it has been determined that no bargaining unit members are available to fill the need based on the established sign up process to determine bargaining member's availability. The unit chair will be provided with a list of assignments upon request.

5:1.3.1 The UAW chair or his/her designee will be given a copy of the list of all employees/individuals who signed up for summer routes.

5:1.4 If a driver is not notified before 1 hour prior to an extra work assignment that he/she is no longer needed to complete the assigned work, the driver will be paid for the assignment.

5:2 UAW members will be paid for student days plus three (3) professional development days. Work performed on student days and professional development days will make up an employee's annual salary.

5:3 The minimum number of work hours assigned for a regular work day shall be 4 hours, unless an employee volunteers to work a bus run that provides less than 4 hours in a regular work day.

5:4 Cancellations, delays, and disruptions: In the event that school is cancelled, delayed, or work is interrupted on a regular work day, the Transportation Department procedures for school cancellations, delays, or work interruptions will be followed.

5:4.1 In the event of work cancellation, an employee shall be paid for one (1) hour of time if an employee reports to his/her work report time and the District has not provided any notification for employees not to report to work.

5:5 A Regular Route is defined as the established bus routes for the transportation of students to and from the school for each day that school is in session in accordance with the School Year Calendar approved by the Board. The Regular Route assignment does not include field trips, activity trips, summer school and associated trips or any other extra trips that an employee may opt to do as extra work.

5:5.1 If, for operational needs, a temporary change in regular route assignment is necessary; the dispatcher will notify the affected
employee of such change as soon as the need for such change is known.

5:5.2 Regular routes that become available after the start of the school year will be posted for sign-up for a period of five (5) workdays. The Dispatcher may assign an open route to a substitute driver until the route is regularly assigned through the posting and seniority process. Assignment to the open route will be made on a seniority basis from the qualified bargaining unit employees who signed up for the open route.

5:5.3 The District may make immediate, temporary changes in regular route assignments based upon operational needs. Employees shall be notified as soon as practicable of any temporary change in regular route assignments. Any such change shall not result in any reduction of pay regularly received by the employee.

5:5.4 In the event a driver has to transport additional students as a result of an absent driver or an unassigned route, the driver and attendant will be paid for any additional time worked beyond his/her normal schedule.

5:5.5 Time will be allocated prior to the start of school and as needed throughout the school year for drivers/attendants to do their dry runs in their assigned bus. Time will also be allocated for the necessary drivers/attendants to contact parents/guardians of students who do not typically receive a district mailer including the bus information and to secure the Specialized Transportation Forms (STF) if needed. Parent/guardian contact must occur at the designated area(s).

5:6 If an employee is assigned to a route that requires specialized training, as determined by the District, the District will provide or pay for the training needed.

5:6.1 Employees requesting routes that require additional training must complete any required training before beginning the route. If the employee does not complete the required training before he/she is needed to begin driving for the route, the employee will be removed from the route and reassigned.

5:6.2 If school is cancelled and students are not required to make up the day, employees may take a personal day, if available, or a deduct day. Personal day(s) used for inclement weather will be excluded when determining if an employee is entitled to the annual attendance stipend or eligibility for summer school.
If school is cancelled and students are required to make up the day, employees will be required to make up the day on the date designated by the Christina School District Board of Education.

In the event of days forgiven by the Governor, no deduction will be made for the day that is forgiven.

5:7 Disputed route times should be audited by the driver and/or attendant. This audit should be considered when determining the proper rate time.

5:8 Mid-day run times shall be posted and include run times.

5:9 Employees shall follow Transportation Department procedures for requesting summer school route assignments.

5:10 Weekend and holiday trips are assigned on a seniority and rotational basis.

5:10.1 Employees who fail to report for a weekend or holiday field trip and do not follow established call out procedures or fail to provide evidence of extenuating circumstances will not be eligible for another weekend or holiday field trip as follows:

First time failing to report--Will not be eligible for a period of one (1) month, using the regular school year calendar, from the date of the scheduled field trip.

Second time failing to report--Will not be eligible for a period of three (3) months, using the regular school year calendar, from the date of the scheduled field trip.

5:11 Any employee newly hired as an annualized employee shall serve a sixty (60) day period of probation. Probationary employees have no expectation of continued employment in that position during the probationary period.

5:11.1 The summer hours worked by employees hired during the contracted school year will count towards their probationary period.

5:12 By the third Monday in October of each school year, unless otherwise agreed upon by both parties, the District shall notify the employees of their hours based upon their current assignment. After this date, changes to the number of hours will be based upon route audits, increase or loss of students, and/or an employee posting into or being assigned to a different route. If an adjustment in an employee’s
standard weekly hours will be made, a meeting will occur to notify the employee of the change.

In cases where changes in routes occur and 75% or greater of the route remains the same, these changed routes do not have to be reposted for bidding. The employee who previously bid and was awarded the route will maintain the route as their assigned route. If an employee’s route is changed, and the employee does not want to continue on that route due to the change, the employee will have the opportunity to bid on a different route through the bidding process. The vacated route will be posted during the next available bidding process.

Employees who experience a loss of hours based on a readjustment, due to no fault of their own, will have the first opportunity to be assigned a “To-From” route until the employee reaches the number of hours previously worked or reaches 40 hours per week. If multiple employees fit in this category, the most senior will be assigned work first. This opportunity to be given priority to be assigned open “To-From” routes will only occur until the next bidding process and assignments occur.

5:12.1 When “To-From” routes remain open due to the length of the route; and it cannot be paired with other routes without creating a guaranteed overtime status for an employee; an effort will be made to split the route in order to add it to drivers/attendants with the schedule capacity to absorb it and increase their standard weekly hours up to a maximum of 40 hours per week. The routes that will be split will be at the discretion of the Transportation Supervisor.

5:13 Employees who fail to report for extra work and do not follow established call out procedures or fail to provide evidence of extenuating circumstances will not be eligible for extra work as follows:

First time failing to report--Will not be eligible for a period of one (1) month, using the regular school year calendar, from the date of the missed extra work.

Second time failing to report--Will not be eligible for a period of three (3) months, using the regular school year calendar, from the date of the missed extra work.

5:13 Employees shall follow the Transportation Department procedures for requesting a route for next school year, summer school, field trips and extra work assignments.

5:14.1 Bargaining unit members will be paid at their regular rate of pay when
performing bus inspections and maintenance of the bus.

5:14.2 A group of drivers will be identified to complete bus inspections. This group will be developed through a sign up list. Individual drivers will have the first option to take their bus through inspection. The identified group will be given the option to perform the work after individual drivers. The mechanics will take the buses through inspection if the individual drivers or identified group of drivers are unable to complete the task within the designated time frame.

5.15 IN Voluntary Transfer

5:15.1 Notice of at least twenty-four hours of a proposed involuntary transfer shall be given to the employee involved unless unusual circumstances exist.

5:15.2 An employee may request a meeting with his/her supervisor, or other appropriate administrative official or designee, accompanied by his/her steward, to discuss the transfer.

5:15.3 Employees who are temporarily transferred to meet operational requirements of the District shall not be so assigned for a period longer than forty five (45) days per school year after which they shall be returned to their original position.

ARTICLE 6
No Strike - No Lockout

6:1 Both parties recognize the desirability of continuous and uninterrupted operation and the avoidance of disputes which threaten to interfere with such operation. The Union agrees that during the period of this Agreement it will not, nor will any person acting on its behalf, overtly cause, authorize, or support a strike, sick-out, slow down, work stoppage, or any other concerted disruption of normal school district activities as a result of disputes over interpretation of this Agreement or any other matter over which the Board has jurisdiction. The Union shall also undertake all possible means to prevent and/or terminate these prohibited activities.

6:2 The Board also agrees that it will not lock out employees for the duration of this Agreement.

ARTICLE 7
Sick and Other Leaves of Absences

7:1 Employees shall be entitled to sick leave, including donated leave
under Title 14, Section 1318A, and other leaves of absence as provided by state statute (Title 14, Section 1318; Title 29, Sections 5110 & 5113) and federal law.

7:2 Employees shall be credited with the full number of sick days to which they are entitled for any given school year on the annual orientation day or on the date of hire of that school year. If an employee uses a larger proportionate share of days so credited, appropriate deductions will be made from the employee’s pay check. An employee may be subject to disciplinary action, up to and including termination of employment, when a factual determination has been made that the attendance record of the employee is unacceptable. Any unused sick days from a previous school year shall be carried over and added to the employee’s sick leave entitlement.

7:2.1 Employees can utilize annual leave as prescribed by Delaware State Code.

7:3 Any employee who is called to jury duty should notify the Supervisor of Transportation as soon as such information is known. Employees shall be paid as if worked for all jury duty time. When employees are required to appear for jury duty, all employees are expected to provide a jury duty attendance certificate upon their return to work.

7:3.1 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 an employee and shall be paid as if worked, if:

The legal proceeding relates to school matters and the employee’s absence as a party or witness is not caused by any fault or misconduct on the part of the employee as determined by the proceedings; or

The legal proceeding involves a matter of public interest, as distinguished from a private dispute, and the appearance of the employee is as a witness in the proceeding and may properly be considered to be the discharge of a civic responsibility. Public interest is defined as the employee being subpoenaed by the defendant or the prosecution in a criminal case.

7:4 An employee elected to or holding a permanent Union Office which necessitates his/her absence from work shall, upon application to the Board, be granted a leave of absence without pay or loss of seniority. Upon his/her return to work, he/she shall be returned to a position
with the same number of hours and the same salary step that the employee had prior to such leave.

ARTICLE 8
Seniority and Reduction in Force

8:1 A draft seniority list shall be posted at the worksite annually by the second Friday in October. Employees who wish to appeal their placement on this list must do so using the Seniority Appeal Form (Appendix B) to the District Human Resources Office before the last Friday in October of the year the list is published. A final list shall be posted by the third Friday in November each year. The list will become the official list by which route and field trip assignments will be awarded. An employee's failure to question, prior to the last Friday in October, the employee's seniority date on the draft seniority list will preclude the assertion of the employee's seniority date in challenging any subsequent actions having to do with seniority. Once an appeal has been adjudicated no further appeal for the same reason will be honored. An employee may also question the seniority date of other employees on the draft seniority list.

8:2 In the event that operations and conditions necessitate a reduction in employees, employees will be laid off according to seniority, beginning with the least senior employee.

8:3 Employees who are laid off will be recalled to available positions beginning with the most senior employee.

8:4 When two employees have the same date of hire, they will be listed on the seniority list in ascending order by their last name. If two employees with the same last name have the same date of hire, they will be listed by the month and day of their birth in ascending order.

8:5 The following shall constitute a break of service: resignation, termination for cause, retirement, absence without authorized leave for three (3) consecutive workdays; failure to report within five (5) days of recall; and failure to return to work at the end of an approved leave unless the employee is physically incapacitated.

8:6 An employee on the recall list who is offered and accepts a recall to a temporary position within the District will not forfeit the employee's right to a regular position within the District. Such an employee may be placed in a regular position before the completion of the
temporary employment. The employee will be placed at the appropriate position on the recall list upon completion of such temporary employment.

8:7 An employee who declines a temporary position will not be removed from the recall list.

8:8 Persons who are eligible for recall must keep the Supervisor of Transportation informed in writing of any changes in their address, telephone number, and email.

8:9 Refusal of an employee to accept the position within 72 hours of the delivery receipt confirmation or telephone contact and then to report to work on the date indicated by the Administration or at a later mutually agreeable time will relieve the Board of further obligation to offer reemployment.

8:10 Employees who are laid off shall be automatically placed on the recall list for two years.

8:11 Time lost by an employee laid off under the provisions of this Article who is subsequently recalled under provisions of this Article shall not be considered to interrupt continuous service, but such time shall not be counted toward additional seniority or be a criterion for holidays, vacation, pay, or other benefits as set forth in this Agreement.

8:12 Employees on Board-approved leaves of absence shall be subject to the layoff provisions of this Article.

ARTICLE 9
Personnel Records

9:1 Each employee shall have the right, upon request, to review the contents of the employee's personnel file and to receive up to ten (10) pages at the Board's expense. Thereafter the employee shall be charged at the rate of $0.10 (ten cents) per page. Each employee shall be entitled to be accompanied by a representative of the UAW during such review.

9:2 The personnel file shall not be removed from the Human Resources Office. The employee's file shall be examined in the presence of a representative from the Office of Human Resources.

9:3 No derogatory material regarding an employee's conduct, service, or character shall be placed in the employee's personnel file unless the
employee has had an opportunity to review the material. The employee shall acknowledge being presented the opportunity to review such material by signing the copy to be filed with the 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, within fourteen (14) calendar days of signing the document, and the answer shall be attached to the file copy.

9:4

The Board agrees that it shall not establish any official personnel file which is not available for the employee's inspection.

ARTICLE 10
Employee Discipline

10:1
No employee shall be reprimanded or disciplined except for just cause. Whenever an employee is required to appear before the Board or administration for a matter which may lead to disciplinary action affecting their employment status, or wages, the employee shall be given forty-eight (48) hours prior written notice of such meeting and shall also be notified that they are entitled to bring a Union representative. The meeting date and time may be waived by mutual agreement of the parties.

10:2
The forty-eight (48) hour's written notice prescribed above shall not be deemed applicable in those situations where there is reason to believe that such notice will result in the destruction of or non-availability of necessary evidence and witnesses.

10:3
Employees shall be paid regular rate for all time involved in such meeting.

10:4
If during the course of an investigatory meeting about a matter in which the employee was a witness or directly involved events become known that could lead to disciplinary action of the employee, the employee may request that the meeting be stopped so that he/she can secure Union representation. In no event shall the meeting be postponed more than two (2) workdays from the date of the original meeting.

10:5
The employee must request Union representation or such right is waived. Representation may be requested at any point during the meeting. If the employee requests representation, the employer shall, terminate the meeting. The employee may have forty-eight
(48) hours to secure Union representation. If no representation is secured within those forty-eight hours, the meeting shall take place the next regularly scheduled work day.

10:6 Any suspension of any employee pending disposition of charges shall be with full pay and benefits, unless the employee is arrested for a criminal offense which constitutes grounds for termination in which case the employee will be suspended without pay and benefits.

10:7 No employee shall be discharged, disciplined, reprimanded or reduced in pay except for just cause.

10:8 Each employee shall be afforded the right to privacy whenever it is necessary to impose discipline or to issue a reprimand.

10:9 Any complaints about an employee may be investigated and brought to the attention of the employee. Any complaint not brought to the attention of the employee shall not be used later in any action against the employee or in the employee's evaluation.

10:10 Should the District utilize video or audio recordings for the purpose of discipline, the Union Chairperson must be notified at least twenty-four hours in advance of any disciplinary hearing with the affected employee. Upon request the Union shall be granted full access to unedited versions of all recordings.

10:11 No employee shall be given a written reprimand, nor have disciplinary action taken against him/her, without just cause. Any such action will be considered with due regard to privacy.

The progression of discipline will be based on the severity of the action/incident and may include the following:

Verbal Warning
Written Warning
One Day Suspension
Three Day Suspension
Five or more days Suspension
A recommendation for termination

10:12 An employee may request in writing to the personnel office that material he/she deems unfavorable contained in his/her personnel file be removed. If the request is approved such documents and all directly related documents shall be removed. The employee shall be advised in writing of the disposition of his/her request.
ARTICLE 11
Employee Facilities

11:1 The District will provide an employee lounge area for all employees for use during working hours.

11:2 The District will provide rest rooms for both male and female employees.

11:3 The District will provide for daily cleaning of the lounge and the rest rooms.

ARTICLE 12
Protection of Employees and Property

12:1 The District and the UAW agree that effective means for the protection of employees and property are essential to the smooth functioning of the District. Employees and/or the Union shall report in writing (except in cases of an emergency) all unsafe or hazardous conditions to the Supervisor of Transportation who shall, as quickly as possible after investigation and evaluation, take appropriate action, if any, to remedy the condition. The Supervisor of Transportation shall provide the complaining employee a written acknowledgement that the complaint has been the subject of an investigation.

12:2 All employees have the ability to access the District Student Manual through the internet. Employees shall report student bus misconduct according to Transportation Department written procedures.

12:3 The District will annually provide employees with a minimum of one (1) hour of training specifically related to personal safety of the employees. Such training shall be paid at the employee's regular rate.

12:4 The District will annually provide training to all employees on the proper techniques for cleaning human bodily fluids, including, but not limited to, vomit, blood, urine, and feces.
The employer shall provide and make available to all employees required to clean bodily fluids on their assigned Christina School District bus, the appropriate cleaning and safety equipment for cleaning bodily fluids from the bus.

12:4.1 District will supply employees with general cleaning supplies and equipment to maintain the interior of the bus.

12:4.2 Each bus will be equipped per State Code with appropriate materials to clean bodily fluids. If additional material is needed, it can be requisitioned from the dispatch office.

12:5 Eye Wash: Eye wash shall be provided and properly maintained in a convenient location in the vicinity of the fuel pumps.

12:6 Any bargaining member has the right to participate in the annual District Student Manual Review.

ARTICLE 13
Discrimination

13:1 The Board and the Union agree that all practices, procedures, and policies of the District shall clearly exemplify that there shall be no discrimination in the hiring, training, assignment, promotion, transfer, evaluation, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, sexual orientation, genetic information, gender identity, marital status, disability, age, domicile, Vietnam Era veteran's status or any other prohibited category prescribing in employment or its programs and activities.

13:2 The Board of Education or its designated representatives shall not discriminate against, interfere with, restrain, nor coerce employees in the right to organize or to join or participate in lawful Union activities or failure to do so.

13:3 The Union recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

ARTICLE 14
Grievance Procedure
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 affecting employees. Both parties agree these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

A grievant may elect self-representation, or elect to be represented by the UAW. However, in no case, shall an employee be represented by an employee organization other than the UAW. When an employee is not represented by the UAW, the UAW shall have the right to be present and to state its views at all stages of the grievance procedure except at the informal level. If the employee is not represented by the UAW at the informal level, any resolution shall be communicated to the UAW. The employee's choice to be represented or not to be represented at one level does not prohibit a different choice at a subsequent level.

If the employee elects to be represented, the UAW shall determine whether the employee will be present at any level of the grievance procedure where the employee’s grievance is to be discussed.

A form for filing grievances shall be prepared jointly by the UAW and the administration through a committee meeting, and reproduced by the administration.

No employee participating in a grievance shall be subject to reprisal for such participation.

Where grievance proceedings are mutually scheduled by the parties during regularly scheduled work hours, persons required to be present shall suffer no loss of pay. In the event of a disagreement whether a person is to be present at the grievance, such disagreement shall be subject to resolution through the grievance procedure. Meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives referred to in this Article.

The UAW agrees that when a grievance requires either multiple witnesses or grievants, the UAW will cooperate in arranging for the scheduling of such people in such a manner as to avoid repetitive testimony and to minimize disruption and expense to the Board.

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
However, all documents, communications and records normally kept in the employee's personnel file shall be retained in the personnel file.

14:9 Hearings at any level of this procedure may be waived by mutual agreement of the parties. Time limits may be extended by mutual agreement. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process.

14:10 If, in the judgment of the UAW, a grievance affects a group or class of employees, the UAW shall submit such grievance in writing to the Supervisor of Transportation and the processing of such grievance shall be commenced at the informal stage.

14:11 All employees in the group or class affected by the grievance shall be bound by any resolution accepted by the UAW.

14:12 Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits authorizes the employee or the UAW to proceed to the next level. Failure by the employee or the UAW to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

14:13 Employees shall, during and notwithstanding the pendency of any grievance, and absent any Court Order or declaration to the contrary, continue to observe all assignments and applicable rules and regulations of the employer until such grievance is fully determined.

14:14 Level I: Informal Step

14:14.1 The employee shall first attempt to resolve a grievance through an informal discussion with the employee's immediate supervisor by requesting a meeting in writing within 10 days of the time the employee is aware of the problem.

14:14.2 The supervisor shall hold an informal meeting with the employee within 3 days of the employee's written request for a meeting.

14:14.3 At the conclusion of this discussion, the immediate supervisor may verbally respond immediately to the employee or may delay response for a fixed time not to exceed 5 working days. The delayed response will be given to the employee in writing.
Written documentation of the informal step shall include the date, time and outcome. A copy of the written documentation shall be presented to the employee within the time period specified above.

If the employee’s grievance is not resolved at the informal step and is a proper subject for grievance, the issue may proceed through the Formal Stage and to Arbitration if necessary and appropriate.

Level II: Formal Grievance

The Superintendent or designee shall hear grievances or complaints at the formal stage.

The claim shall be reduced to writing, dated and signed by a UAW Steward, representative or officer. The grievance shall set forth the nature of the grievance and shall clearly identify the remedy sought and the specific provision of the Agreement alleged to have been violated and include a copy of the documentation of the informal meeting. The written claim must be forwarded to the Transportation Supervisor within 7 days of the date of the conclusion of the informal stage.

The employee may choose to be represented during the formal stage by such representative as the employee wishes except for a representative from a rival union. The employee may also choose to proceed without representation. Regardless of the employee’s choice for representation, the UAW shall process all grievances or complaints in the formal process. Representative(s) of the UAW shall be permitted to participate in all grievance meetings even if the employee chooses to proceed without UAW representation.

A hearing before the Transportation Supervisor shall be scheduled within 10 days of receipt of the claim by the Transportation Supervisor. This time period can be waived by mutual agreement of the parties. Under no circumstances shall the Transportation Supervisor extend the time period for the hearing beyond 20 days from the date of receipt of the claim without mutual agreement.

The decision of the Superintendent shall be rendered, in writing, within five days after the conclusion of the hearing(s) on the matter and sent to the UAW by certified mail on or before the fifth day after the hearing(s).

Level III
14.16.1 If the grievance is not satisfactorily resolved at the formal step, and if the grievance pertains to a violation of a specific provision of this Agreement between the Board and the Union, the Union may submit the grievance to binding arbitration. Such submission is to be made known to the Superintendent by certified mail, return receipt requested, no later than fourteen days after the receipt of the Superintendent's written decision.

14.16.2 A hearing before the Superintendent shall be scheduled within 10 days following receipt of the grievance by the Superintendent. This time period may be waived by mutual agreement of the parties. Under no circumstances shall the Superintendent extend the time period for the hearing beyond 20 days from the date of receipt of the grievance.

14.16.3 The decision of the Superintendent shall be rendered in writing, within 5 days after the conclusion of the hearing on the matter and sent to the UAW by certified mail on or before the fifth day after the hearing.

14.17 Level IV: Binding Arbitration

14:17.1 If the UAW is not satisfied with the disposition of the grievance at Level III, or if no decision has been rendered within 10 days after the submission at Level III, the UAW may within 15 days of receipt of the Level III decision submit the grievance to binding arbitration. If the UAW determines the grievance is meritorious, it may submit an Arbitration Demand to the Public Employment Relations Board. The Demand must be postmarked within 15 days after receiving the Level II decision. The Demand must certify a copy of the Demand was sent to the Office of Human Resources.

14:17.2 Binding arbitration is limited to a claim that the terms of this Agreement have been violated, misinterpreted or misapplied.

14:17.3 The parties shall be bound by the rules, regulations and procedures of the Public Employment Relations Board, including the selection of an arbitrator.

14:17.4 No claim shall constitute an arbitrable matter or be processed through arbitration if it pertains to:

   a. A matter where a specific method of remedy or appeal is prescribed by law;
   b. Any rule or regulation of the State Department of Education or State Board of Education;
c. Any matter which according to law or regulation is beyond the scope of Board authority;
d. Any rule or regulation of the United States Department of Education;
e. Delaware Law;
f. Federal Law;
g. Policies of the Board;
h. Termination of an employee;
i. Content of an annual evaluation or observations of an employee's performance;

14:17.5 Items (a) through (i) above, although not arbitrable, shall, within 10 days of the Office of Human Resources decision, be appealable to the Board pursuant to appropriate Board policies and the procedures established therein.

14:17.6 If the Office of Human Resources disagrees as to the arbitrability of the dispute, he/she shall convene a meeting within ten (10) days of receipt by the Office of Human Resources of the Union's intention to submit the grievance to arbitration.

14:17.7 If the disagreement over arbitrability persists, the arbitrator appointed under the procedures set forth shall rule upon the question of arbitrability prior to hearing the merits of the dispute in question. If the arbitrator determines that the dispute is arbitrable, he/she shall schedule a second hearing on the merits of the dispute. The losing party on the issue of arbitrability shall be 100% responsible for the arbitrator's fees and expenses incurred in deciding whether the dispute is arbitrable.

14:17.8 The arbitrator selected shall confer with the representatives of the Board and the UAW, hold hearings promptly, and shall issue his/her decision not later than 30 calendar days from the date of the close of the hearings or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The decision of the arbitrator shall be submitted to the Board and the Union.

14:17.9 The arbitrator's written decision shall not amend, modify, nullify, add to, or subtract from the provisions of the Agreement.

14:17.10 All individuals in the group of class that will be affected by the grievance filed by the individual or UAW shall be bound to any resolution which is accepted by the UAW's president, or imposed by
the arbitrator. Neither the Union nor the individual employee(s) shall raise the issue thereafter.

14:17.11 The cost for the services or the arbitrator, including per diem expense, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Union and the Board. Any other expense incurred by a party shall be paid by the party incurring the expense.

ARTICLE 15
Complaint Procedure

15:1 A complaint is a claim that one of the following has been violated by an administrator of the District and the violation has an adverse impact upon the employee asserting the complaint:

a. State or Federal Law;
b. State or Federal Rule or Regulation;
c. Board Policy;
d. The School Bus Personnel Procedures Manual; or
e. Any aspect of the employment relationship between the employee and the District that is not subject to the terms and conditions of this Agreement.

15:2 Informal Stage

15:2.1 An employee who believes that there has been a violation of any of the above shall, within 3 days of the incident, first request a meeting with the employee’s immediate supervisor in an effort to resolve the matter.

15:2.2 The immediate supervisor shall hold an informal meeting with the employee within 3 days of the request for a meeting.

15:2.3 Written documentations of the information stage shall include the date, time and outcome of the meeting, which shall be maintained in a separate complaint file in the Department of Human Resources.

15:2.4 If the employee’s problem is unresolved at the informal stage, the matter may proceed through the Formal Stage.

15:3 Formal Stage

15:3.1 The Superintendent or designee shall hear all complaints at the formal stage.
15:3.2 Within three 3 days of the informal meeting, the claim shall be reduced to writing specifying the nature of the problem and a possible solution. The claim shall be dated and signed by the employee and sent to the Office of Human Resources.

15:3.3 The employee may choose to be represented during the hearing with the Superintendent or designee. The UAW may choose to present all complaints to the Superintendent.

15:3.4 The hearing before the Superintendent or designee shall be scheduled within 10 days of receipt of the written claim by the office of Human Resources. The time period can be waived by mutual consent of the parties.

15:3.5 The Superintendent or designee shall render his/her written decision within 5 days of the completion of the hearing. The Superintendent’s or designee’s decision shall be the final resolution of the complaint.

ARTICLE 16
Salaries and Employee Benefits

16:1

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16:2 All increases in State salary schedules shall be passed on to all employees unless contrary to law.
16:3 The date for annual wage adjustments will be the first work day of the new student school year.

16:4 All hours worked on Saturday shall be compensated at the rate of time and one-half (1 ½ times) the regular rate. All hours worked on Sunday or a State holiday shall be compensated at the rate of double (2 times) the regular rate.

16:5 All hours worked in excess of 40 hours per week shall be compensated at the rate of time and one-half (1.5).

16:6 Overtime or premium pay shall not be pyramided, compounded or paid twice for the same time worked. For example, if an employee works 40 hours during the regular workweek, and works on Saturday during that week, the time worked on Saturday will be paid at the rate of time and one half (1.5 times).

16:7 Employees will be paid their respective operating hourly rate for after school activity runs.

16:8 Employees who accept an assignment to drive a Summer School bus will be paid on the bus driver wage schedule at their current step. Employees who accept an assignment as a bus attendant for Summer School shall be paid on the bus attendant wage schedule at their current step as a bus driver.

16:9 Once time is properly entered by the employee, pay for all work performed during any given pay period shall be calculated and included in pay received for that pay period. A calendar of the payroll cycle will be posted in the break room.

16:10 Random Drug/Alcohol Screenings: Employees will receive one (1) hour of compensation at driver/attendant pay rate for the purpose of attending required and/or Department of Transportation (state or federal) drug/alcohol screenings. The Supervisor of Transportation has the ability to increase the amount of compensated time after reviewing the proper documentation.

16:11 Employees (drivers and attendants) will be compensated a minimum of one (1) hour at their regular rate of pay when having their annual physical completed at a location designated by the Transportation Department. In order to receive compensation for said time, documentation must be provided. Employees will not be paid if the physical is completed by a physician other than one at a designated location.
16:12 Required Attendance at Meetings/Hearings- Employees who are required to attend a meeting or hearing addressing student misconduct will be paid his/her normal hourly rate for the time spent in the meeting or hearing.

16:13 A payment of $250 will be made to a driver or attendant who gives written notification of his or her retirement when the notification is received by the Human Resource Office on or before February 1st for the end of that academic year. The payment will be made in the employee's final paycheck (usually the first pay in July after the retirement is effective).

16:14 FRINGE BENEFITS

16:14.1 Employees working 30 or more hours per week shall receive a monthly stipend above the State contribution toward health insurance provided they use the money for coverage. The District will pay the State portion of health insurance for those full-time employees (30 or more hours) who do not qualify for such. The annual amount of the stipend is $1750.

16:14.2 Employees working 30 or more hours per week shall receive a stipend toward the purchase of benefits. The amount of the stipend will reflect parity with the teachers' negotiated agreement.

16:14.3 The stipend in Section 16:12.1 may be used toward the purchase of the following benefits:

- Health Insurance
- Dental Care
- Vision
- Life Insurance
- Prescriptions
- Long-Term Disability Insurance
- Blood Bank

16:14.4 Employees who work twenty (20) hours per week or more, but less than thirty (30) hours per week, will receive one-half of the Board premium set forth in Section 16:12.1 for use toward health insurance and one-half of the Board stipend in Section 16:12.1 for use for other benefits.

16:14.5 Employees who work ten (10) hours per week or more, but less than twenty (20) hours per week, will receive one-fourth of the Board premium set forth in Section 16:12.1 for use toward health insurance and one-fourth of the Board stipend in Section 16:12.1 for use for other benefits.
All full-time drivers and attendants will have two (2) opportunities to earn a $500 attendance stipend for being present and working on all of the identified work days, to include professional development days. The two (2) timeframes will be the first work day of the school year until winter break and the first school day in January until the last work day in the school calendar.

Time missed from work for required jury service, military leave, court service on behalf of the district, bereavement leave and work related injury/illness are considered exceptions in this program.

ARTICLE 17
Miscellaneous

17:1 This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of the Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered at the time this Agreement was executed; however, should the parties agree to discuss and conclude agreement on any issue(s) such agreement(s) shall be effected only by an instrument in writing duly executed by both parties with appropriate ratification and approval of the parties.

17:2 Nothing in this Agreement which changes existing Board policy, rules, or regulations shall operate retroactively unless expressly so stated.

17:3 Notices under this Agreement shall be given by either party to the other by telegram, certified letter, or personal transmittal and written acknowledgement as follows:

To the Board at: 600 N. Lombard Street
Wilmington DE 19801

To the Union at: UAW Local 1183
698 Old Baltimore Pike
Newark, De 19702

ARTICLE 18
Duration of Agreement

18:1 This Agreement shall be in effect as of July 1, 2021 and shall continue in effect until June 30, 2024 subject to the Union's right to bargain over
a successor Agreement.

18:2 This Agreement shall be binding on the parties, their successors, and assigns for the duration of the Agreement in accordance with Chapter 13, Title 19, of the Delaware Code unless specifically prohibited by law. Bargaining over a successor agreement shall begin no later than March 1, 2024, upon request of either of the parties.

18:3 In witness whereof the parties hereto have caused this Agreement to be signed by their respective designees, all on the day and year first above written.
This Agreement shall continue in effect until replaced by a successor Agreement or until it is terminated by either party giving written notice of desire to terminate to the other party. In the event of notice to terminate, such notice shall be given the other party in writing by certified mail sixty days prior to the date said party desires termination of the Agreement. Sixty days after the date of said notice this Agreement shall expire on the date indicated in the notice, except that in no event shall this Agreement expire prior to June 30, 2024.

For the Employer: CHRISTINA SCHOOL DISTRICT

(Signed) Keeley Powell
President, Board of Education

(Signed) Executive Secretary, Board of Education

For the Union: LOCAL NO. 1183 of the International Union, United Automobile, Aerospace & Agriculture Implement Workers of America

(Signed) Darren W. Petty, UAW International Representative, Region 8

(Signed) Alena Bandy, Financial Secretary, UAW 1183

(Signed) Clifford Vaughn, Unit Chairperson, UAW 1183

(Signed) Kurt Hall, Sr., Committee Person, UAW 1183

(Signed) Linda Petrie, Recording Secretary, UAW 1183

(Signed) Suzanne Unshuay, Committee Person, UAW 1183

(Signed) Nate Bann, Sr., Committee Person, UAW 1183
(Signed)
Shop Steward, Sr., Committee Person, UAW 1183
## Appendix A
### Salary Schedule

#### Christina School District

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