

**AGREEMENT**

**between the**

**CHRISTINA SCHOOL DISTRICT  
BOARD OF EDUCATION**

**and the**

**AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES**

**AFSCME, LOCAL 218**

**July 1, 2019 through June 30, 2022**

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## **ARTICLE 1**

### **PURPOSE**

It is the purpose of this agreement to promote and insure harmonious relations, cooperation and understanding between the district and employees covered hereby and to insure representation in their employment relations in matters covering wages, salaries, hours, vacation, sick leave, grievance procedures and other terms and conditions of employment.

To this end an Employer-Employee Relations Committee is herewith created.

Regular monthly meetings of the Liaison Committee shall be held to discuss contractual concerns. Meeting may be postponed or suspended by mutual agreement of the parties.

This Committee shall be composed of three representatives named by the Union and three representatives named by the Superintendent.

The parties will exchange agendas 72 hours prior to these meetings.

The Employee-Employer Relations Committee shall not consider items which are more properly subject for the grievance procedure. Discussion of items by this Committee does not extend the time limits for grievances required in Article 4.

## **ARTICLE 2**

### **RECOGNITION**

- 2:1 The employer recognizes the Union as the sole and exclusive bargaining representative for the employees covered by this Agreement for the purpose of representing public employees in their employment relations with the public employer in matters covering wages, salaries, hours, vacations, sick leave, grievance procedures, and other terms and conditions of employment.
- 2:2 The term "employee" as used herein shall include all custodial employees exclusive of administrative, and supervisory personnel. It is further understood that only the following classifications in the Christina School District are included as custodial employees in the bargaining unit as established herein: all custodians; custodian-firemen; chief custodian II's ; chief I's; skilled trades; mechanic, custodian-maintenance A, B, and C; couriers and messengers; which succeed the job titles in the Department of Labor's certification of Case #139, dated July 14, 1981 and Case #144, dated July 14, 1981.
- 2:3 The term "Board", as used hereinafter, shall mean the Christina Board of Education.
- 2:4 The term "bargaining unit", used hereinafter, shall mean that group of employees proper to and covered by this Agreement.
- 2:5 The term "school" as used in this Agreement means any of the buildings maintained by the Board of Education in which the educational process is carried on.
- 2:6 Wherever the term "principal" is used it is to include the administrator of any work location or his designee.
- 2:7 Wherever the term "supervisor" is used it is to include the administrator of any work location or his designee.
- 2:8 The inclusion or exclusion of a newly-formed position shall be submitted to the Public Employment Relations Board, State of Delaware, for determination.

- 2:9 If during the life of this Agreement any administrative rules or regulations or Board policy shall be inconsistent with the provisions of this Agreement, the Agreement during its life shall be controlling over the inconsistent language in such administrative rules and regulations or Board policy.
- 2:10 If any provision or any application of this Agreement to any employee or group of employees is held to be contrary to law and/or State Department of Education rules and regulations then such provision or application shall be invalid, but all other provisions or applications of this Agreement shall continue in full force and effect.
- 2:10.1 If any provisions or applications of this Agreement are deemed invalid under section 2:10, the Union and the Board shall, to the extent possible in light of the nature and extent of the conflict, meet to renegotiate the altered portion of this Agreement.

## **ARTICLE 3**

### **UNION SECURITY**

#### **3:1 DEDUCTION OF UNION DUES**

The employer agrees to deduct the monthly Union membership dues from the earned wages of such employee covered by this Agreement. Such deductions shall be made after the employee executes the appropriate written form. On or before the twentieth of each month the Union shall deliver to the District additional executed authorization forms under which Union membership dues for the next month are to be deducted. Dues deductions shall be made from the bi-weekly payroll. Such deductions for Union dues are to be transmitted each month by the District with a list of those from whom such deductions have been made to the duly elected Treasurer of the Union not later than the tenth of the following month. The Union will notify the employer of any change in dues thirty days in advance.

**3:2** The Union shall indemnify and hold the employer 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 employer for the purpose of complying with any of the provisions of this Agreement.

## **ARTICLE 4**

### **GRIEVANCE PROCEDURE**

- 4:1 A grievance shall be defined as a written claim by an employee that the terms of this Agreement, official written policy of the Board of Education, or written administrative rules and regulations relating to salaries, employee benefits, and/or working conditions have been violated, misinterpreted, or misapplied resulting in the abridgement of rights granted to the employee by such documents. A grievance may also be defined as a written claim by the Union that the terms of this Agreement, official written policy of the Board of Education, or written administrative rules and regulations relating to salaries, employee benefits, and/or working conditions have been violated, misinterpreted, or misapplied resulting in the abridgement of rights granted to the Union by such documents.
- 4:1.2 A grievant is the person, persons, or organization who files a grievance as provided for under this Agreement.
- 4:1.3 A class grievance is a grievance filed by the Union which asserts an effect on a group or class of employees. Any such grievance shall contain sufficient information to clearly identify the aggrieved employees.
- 4:2 Grievance proceedings will be kept as informal as may be appropriate at any step of the procedure.
- 4:3 Days as used in this Article shall mean work days unless otherwise specified.
- 4:4.1 All grievances to be considered under Article 4 must be initiated in writing at Step 1 within ten days from the time of the incident giving rise to the grievance of the time the employee or the Union should reasonably have known of the incident. Time limits are not extended because of discussion of an issue by the Employer-Employee Relations Committee.
- 4:4.2 Claims under this Agreement, including claims for back wages shall be valid for a period of no more than 60 days prior to the date the grievance was first filed in writing with the employer, but not beyond the current fiscal year.
- 4:4.3 All grievances should be processed as rapidly as possible; the number of days indicated at each step will be considered a maximum and every effort will be made at each step to expedite the process.

- 4:5.1 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall constitute authority to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step, except where time limits are extended by mutual written agreement of the parties.
- 4:5.2 Where grievance proceedings are mutually scheduled by the parties during work time the grievant shall suffer no loss of pay.
- 4:6 SPECIFIC PROCEDURES
- 4:6.1 An employee having a complaint or a problem shall discuss it orally with his immediate supervisor. The immediate supervisor shall respond to the employee's complaint no later than the end of the employee's next work shift.
- 4:6.2 If the employee's complaint is unresolved at the informal step and is a proper subject for grievance under the definition set forth herein the issue may be processed as follows.
- 4:6.3 STEP 1: The grievance shall be reduced to writing, dated, and signed by the employee. The grievance shall set forth the nature of the grievance, the remedy sought, and the specific provision of the Agreement, the Board policy, or the administrative rules and regulations alleged to have been violated. The employee shall forward the grievance to his/her immediate supervisor within the time limits established herein. The principal or immediate supervisor will communicate the decision in writing to the employee within five days after receiving the written grievance from the employee.
- 4:6.4 STEP 2: If the grievance is not satisfactorily resolved at Step 1 it may be appealed to the Supervisor of Facilities within five days of the decision at Step 1. The Supervisor of Facilities shall meet with the employee within five (5) days of receipt of the written appeal to attempt to resolve the grievance. The Supervisor of Facilities will communicate the decision in writing to the employee within five (5) days after the close of the meeting.



4:6.5 STEP 3: If the grievance is not satisfactorily resolved at Step 2 it may be appealed within seven days of the decision at Step 2. The Superintendent or designee shall meet with the aggrieved employee within seven (7) days of receipt of the written appeal to attempt to resolve the grievance. The Superintendent or designee will communicate the decision in writing to the employee within ten (10) days after the close of the meeting.

#### 4:7 SUBMISSION TO ARBITRATION

4:7.1 If the grievance is not satisfactorily resolve at Step 3 herein and if the grievance pertains to a violation of a specific provision(s) of this Agreement between the Board and the Union, the Union shall advise the Superintendent of its desire to proceed to arbitration within fourteen (14) calendar days of the decision at Step 3.

4:7.2 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; however, failure to equitably apply such rules or regulations may be arbitrable;
- (c) any matter which according to law is either beyond the scope of Board authority or which the Board may not delegate;
- (d) dismissal of a probationary employee;
- (e) dismissal of an employee as a result of information received from the criminal background check.

Items (a) through (e) above, although not arbitrable, shall be appealable through the grievance procedure, within fifteen (15) days of the Superintendent's decision, to the Board which shall, at its option, hold a hearing concerning the matter or determine the matter on the basis of the written record. The Board shall render its decision within thirty (30) days of the date of the filing of the appeal to the Board.

4:7.3 Appeal to arbitration where other procedures of appeal are available shall operate as a waiver of any such alternative method of appeal and such appeal shall be signed by the Union and the employee involved.

4:7.4 The parties will attempt to file a joint statement to the American Arbitration Association which shall state in reasonable detail the nature of the dispute and the remedy requested. The parties shall be bound by the rules and procedures of the American Arbitration Association in the arbitration proceedings except as this Agreement shall otherwise provide.

4:7.5 If the Superintendent or designee disagrees as to the arbitrability of the dispute he shall convene a meeting within ten (10) days of the request to proceed to arbitration with the Director of Council 81 and the local Union President in an effort to resolve the differences between the parties.

4:7.6 If the disagreement over arbitrability persists the arbitrator appointed under the procedures set forth herein shall rule upon the question of arbitrability prior to hearing the merits of the dispute in question. The arbitrator shall then proceed to hear the dispute on its merits or schedule a subsequent hearing if requested by either party.

#### 4:8 ARBITRATION PROCEDURE

4:8.1 The arbitrator selected shall hold hearings and shall issue his decision not later than thirty (30) calendar days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him. The decision of the arbitrator shall be submitted to the Board and the Union.

4:8.2 The arbitrator's written decision shall not amend, modify, nullify, add to, or subtract from the provisions of the Agreement. The decision must be based solely and only upon the arbitrator's interpretation of the meaning or application of the express provisions of the Agreement.

4:8.3 The decision of the arbitrator shall be binding upon the parties.

#### 4:9 COST OF ARBITRATION

4:9.1 The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne by the Board if the grievance is granted and by the Union if the grievance is denied. Any other expenses incurred shall be paid by the party incurring same.

4:10 MISCELLANEOUS

- 4:10.1 A form for filing grievances shall be prepared jointly by the Union and the Administration, reproduced by the Administration, and distributed to the Union so as to facilitate operation of the grievance procedure. Such form shall be attached as Appendix B of this Agreement.
- 4:10.2 If a grievance affects a group or class of employees or the Union, the grievance shall commence at a step appropriate to the occasion giving rise to the grievance.
- 4:10.3 Meetings or hearings at any step of the grievance procedure may be waived by mutual agreement of the parties.
- 4:10.4 Grievances relating to suspension or discharge may be initiated at Step 2 of the grievance procedure.
- 4:10.5 Commencing with Step 1 of the grievance procedure the grievant may be represented by a representative selected or approved by the Union.
- 4:10.6 If the grievant does not choose to be accompanied and represented by the Union, the Union shall have the right to be present and to state its views at all steps of the grievance procedure beginning with Step 1.
- 4:10.7 The Board shall provide the Union with copies of all grievances and written decisions at each step.
- 4:10.8 Meetings or hearings will be scheduled to begin no later than one hour prior to the end of the Union representative's shift, and while the employees are on shift.

## **ARTICLE 5**

### **NO STRIKE – NO LOCKOUT**

- 5:1 Both parties recognize the desirability of continuous and uninterrupted operation and the avoidance of disputes which threaten to interfere with such operation. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled the parties have removed the basic cause of work interruptions during the period of this Agreement. 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.
- 5:2 The Board also agrees that it will not lock out employees for the duration of this Agreement.

## **ARTICLE 6**

### **RIGHTS OF THE PARTIES**

- 6:1 The Board agrees to make available to the Union, upon reasonable written request, budgets, reports, statistics, information, and records necessary for negotiations to the extent to which the information is in the public domain.
- 6:2 Administrative directives which are not confidential to administrative and supervisory personnel and which affect the employment relations of employees shall also be mailed to the Union president at the time of the issuance or posting of the directive.
- 6:3 A copy of current Board policy and Board minutes (agendas) shall be mailed to the President of the Union as soon as they are made available. The Union may also, if it desires, pick up at the District Office copies of materials cited above. The Union shall provide the Board copies of its Constitution and By-Laws.
- 6:4 A written list giving the names of the stewards and officers of the Union shall be furnished to the employer immediately after the designation and the Union shall notify the employer promptly of any changes in such list.
- 6:5 Accredited representatives of the State and local Union shall be permitted to transact official Union business on school property at all reasonable times only to such extent as does not neglect, retard, or interfere with the work and duties of employees. The Union representative, including local, shall obtain approval of the building principal or other person in charge of the building which the representative is visiting by reporting to the office.
- 6:5.1 Accredited representatives of the Union shall be permitted to transact official Union business on school property at all reasonable times only to such extent as does not neglect, retard, or interfere with the work and duties of employees. The Union representatives shall obtain approval of the building principal or other person in charge of the building which the representative is visiting by reporting to the office and giving the specific reasons for the visit. The Union representative shall be required to sign in and sign out.

- 6:5.2 Employees who act as Union representatives including local and executive Presidents, Vice Presidents and Secretaries, with notification to facilities may leave their place of work without loss of pay only under the following circumstances:
- a. The time shall be devoted to proper investigation and processing of grievances or a person's presence is requested by an administrator.
  - b. Authority to leave the work place has been approved by the employee's immediate supervisor (administrator) after providing the administrator with a specific reason for leaving, destination, and estimated time for return.
  - c. Such time is not abused.
- 6:5.3 Before entering a work area the employee must report to the appropriate building administrator with the specific reasons for being needed at the location.
- 6:5.4 Union representatives or employees shall not change job orders or interfere in any way with employee's full and faithful performance of their job assignments.
- 6:6 Whenever employees are mutually scheduled to participate in negotiations during working hours they shall suffer no loss of pay provided that no more than four custodial personnel are scheduled to participate. The District Vice President and Secretary shall not be counted as part of the four custodial personnel scheduled to participate.
- 6:7 The Union shall have the right to use school buildings for Union business on the same basis as other school-affiliated organizations in accordance with District policy.
- 6:8 The Union may use the school office and District inter-office mail system and bulletin board space 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 Union business under the following provisions:
- (a) The material must identify clearly the individual(s) and/or organization responsible for the information contained therein;
  - (b) A copy of the material for general distribution or an opportunity to copy material being distributed must be given to the building principal or his designee prior to, or at the time of, posting or

dissemination in that building. If the material is to be distributed or posted system-wide, a copy also must be furnished to the Superintendent or designee prior to, or at the time of, posting or dissemination;

- (c) The mail system and bulletin boards may not be unreasonably used so as to interfere with the normal business of the school;
- (d) The use of the District inter-office mail system will be consistent with current law, court cases, and postal regulations.

6:9 No employee shall be prevented from wearing official pins or insignias of the Union or its affiliates.

6:10 An employee who is required to appear before the Board or an agent thereof for disciplinary reasons (written reprimand, suspension, termination) or the purpose of being confronted with allegations of wrongdoing which could adversely affect the employee's continued employment or salary shall be given prior written notice. The letter will contain the date(s) of the concern(s) and specific reasons for such meeting to occur. The parties agree that 48 hour meetings will not be scheduled the day before a holiday. An employee required to appear in this instance shall be entitled to have an Association representative present during such meeting and any follow-up meeting that is held. With prior notice, an additional association member may attend the meeting for training purposes or due to his/her area of expertise, as long as no more than two representatives are present. The parties agree that 48-hour meetings may be postponed 24 hours in order for the employee to secure representation.

6:10.1 Section 6:10 does not preclude discussions with an employee by a member of the administrative staff pertaining to the employee's performance at his/her work location.

6:10.2 Employees shall be given a copy of their completed evaluation prior to management scheduling a conference to discuss the document. No evaluation form shall be placed in an employee's personal file without their signature or signature of a third party witness. Such signature shall only indicate that the evaluation has been read by the employee and in no way shall indicate agreement with its content.

6:10.3 Within ten (10) working days of receipt of their evaluation, an employee shall have a right to submit a written response. The employee may submit a copy of his/her response to the evaluator, who shall attach it to the evaluation form and forward it to the Personnel Office for filing no later than twenty (20) working days from the date the employee submits his/her response.

6:11 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 may be:

- Memo of Record
- Memo of Reprimand
- One Day Suspension
- Three Day Suspension
- Five or More Days Suspension
- Recommendation for Termination

The extent of disciplinary action taken for serious infractions shall be commensurate with the offense. Discipline may be imposed within ten (10) working days of the District's knowledge of the infraction unless the employee is on a leave of absence or under investigation for the alleged infraction.

6:12 The Christina School Board hereby 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:

to exercise executive management and administrative control of the school system, its properties and facilities, and direct the work activities of its employees to hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote, place, transfer, and assign all such employees; and

to exercise the foregoing powers, rights, authority, duties, and responsibilities by the Board, 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 the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with



the Constitution and laws of the State of Delaware and the Constitution and laws of the United States.

- 6:13 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.
- 6:14 In a bonafide emergency affecting the health, safety, or welfare of the students of the District, the Board or designee may take appropriate action.
- 6:15 The Board shall make an electronic copy of this Agreement available on the District's website. In addition, the Board shall provide the Union with fifty (50) copies of this Agreement.
- 6:16 An employee may request in writing to the Personnel Office that material he/she deems unfavorable contained in his/her personnel file be removed after 12 months. If the request is approved, such documents and all directly related documents shall be removed. If the request is denied, the employee shall have the right to appeal the decision to the Superintendent or his/her designee. The employee shall be advised in writing of the disposition of his/her request. After a 36-month period has passed since any disciplinary action has resulted in either a written verbal warning or a memo of record, the document will be removed at the employee's request. After a 60-month period has passed since any disciplinary action has resulted in either a memo of reprimand or a memo of reprimand with a consequence, the document will be removed at the employee's request.

## **ARTICLE 7**

### **SENIORITY, LAYOFF, AND RECALL**

- 7:1 The term seniority as used in this Agreement shall be calculated as the length of continuous service in a custodial position in the District.
- 7:1.1 For transition purposes seniority dates for custodial personnel shall be the seniority date as established in the spring 1981 seniority roster of the New Castle County School District, adjusted for any time spent on layoff during 1981-82, and other reasons for adjustment as outlined by this Article.
- 7:2 In the event of part-time service in a position covered by this bargaining unit, such service shall be credited toward seniority on the following basis: persons working twenty hours or more per week, but less than thirty hours per week, will be credited with one-half credit for the period that such a schedule was worked. Thirty or more hours per week will be credited as full-time service toward seniority.
- 7:3 The Human Resource Office shall annually publish a list of all employees by classification in seniority order. This list shall be posted in each building by March 15 of each year. Employees who wish to appeal their placement on this list must do so in writing to the District Human Resources Office before April 1 of the year the list is published. A final list shall be posted by April 30 each year. An employee's failure to question prior to April 1 his/her placement on the first posted list will preclude the assertion of incorrect placement 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.
- 7:3.1 The seniority list will be categorized by classification and skill group.
- 7:4 An employee shall lose his seniority and all rights thereto under this Agreement for the following:
- (a) resignation or discharge;
  - (b) retirement;
  - (c) failure to return to work from a leave of absence or failure to notify the District of intent to return to work within the specific time requirements;

- (d) failure to respond to proper recall notice or laid off for more than two years; and
- (e) absent for three consecutive work days without proper notification to the administration. This item shall be waived if the employee submits evidence of extenuating circumstances.

## 7:5 PROBATIONARY PERIOD

- 7:5.1 New employees shall serve a probationary period of sixty (60) work days which may be extended an additional thirty (30) work days with written notification to the employee and the Union. Failure to satisfactorily complete the probationary period will result in a recommendation for termination.
- 7:5.2 Upon satisfactory completion of the probationary period the employee's seniority shall be established as the date of hire.

## 7:6 LAYOFF

- 7:6.1 Permanent employees of the District who have a seniority date of June 30, 1978 or earlier will be maintained in their employment for the life of this Agreement unless they are terminated for cause or laid off as a result of reductions necessary because of building closings, change in the State funding formula, and/or changes in the transportation budget. This shall not apply to any employee with a seniority date of July 1, 1978 or later who shall be subject to the layoff and recall procedures set forth hereafter.
- 7:6.2 If a reduction in force is necessary beyond normal attrition, the Superintendent, after consultation with the Board, shall determine the number and types of positions to be reduced as well as the date such reductions are needed and shall apprise the President of the Union of this information prior to the effective date of the reductions.
- 7:6.3 In the event of reduction in force, probationary, casual, and temporary employees shall be terminated before permanent employees are laid off. Thereafter the employee with the least seniority in the affected classification(s)/skill areas shall be subject to such layoff. Such employee, if his seniority is greater than the seniority of other employees in the same or lower classification in his bumping group and provided he is qualified to perform the work, shall have the right to replace the employee with the least seniority.

7:6.4 The bumping groups and the hierarchical of the classifications are as follows:

Group 1

Chief I

Chief II

Chief II Night

Custodian Fireman

Custodial

Group 2

Maintenance A (Carpenter, Carpenter/Locksmith, Supply Technician, Grounds Lead, Electrician, Boiler Tech, HVAC Tech, Plumber, Roofer, Bus Mechanic, Refrigeration Mechanic, and Mechanic)

Maintenance B (Carpenter, Carpenter/Locksmith, Supply Technician, Ground Crew, Electrician, Boiler Tech, HVAC Tech, Plumber, Roofer, Bus Mechanic, Refrigeration Mechanic, Mechanic and Painter)

Courier

Maintenance C

Custodial

7:6.5 An employee exercising his right to be transferred to the same or lower classification rather than being laid off shall receive the salary rate of the classification to which he is being transferred. Such an employee will be put on the recall list in seniority order of his/her former classification.

7:6.6 An employee who does not exercise his right to be transferred to a lower classification shall be laid off and is eligible only for recall to the classification from which he was laid off.

7:6.7 The provision of Section 7:6.1 shall not, as an alternative to layoff, preclude reclassification of an employee to the next lower classification for which he/she has sufficient seniority.

7:7 RECALL

7:7.1 Employees, except as provided in Section 7:6.6, shall be recalled in seniority order according to the classification from which they were laid off and any lower classification.

7:7.2 Refusal of an employee to accept the position within 72 hours of the postmarked date on the certified notice 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.

7:7.3 Employees who are laid off shall be automatically placed on the recall list for a period equal to their length of service, but not to exceed two years. To remain on the recall list for a second year the employee must notify the District Personnel Office by certified mail, return receipt requested, one month prior to the end of the first year that he/she wishes to remain on the recall list for the second year. The second year begins one year from the effective date of layoff.

7:7.4 Employees who are eligible for recall must keep the School District informed in person or by certified mail of any changes in their address. If notice is in person the individual shall be given written acknowledgment of the change of address.

7:8 MISCELLANEOUS

7:8.1 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.

7:8.2 Employees on Board-approved leaves of absence shall be subject to the layoff provisions of this Article.

## **ARTICLE 8**

### **TRANSFERS AND PROMOTIONS**

- 8:1 Notices for permanent vacancies and positions that will be or has been vacant for at least six months shall be posted within 10 work days of the vacancy. Notices shall be posted for at least 10 calendar days prior to the application deadline in each building in the District and a copy sent to the Union president. No permanent appointments shall be made until after the deadline for filing applications. Requests for lateral transfers within the same classification in the bargaining unit shall be disposed of prior to considering requests of other candidates for promotion. Every effort will be made to fill posted positions within 30 working days of the vacancy. (Vacancy means a permanent separation from employment, i.e., resignation, retirement, termination.)
- 8:1.1 Positions will be filled according to the following procedure:
- (a) Persons who request a transfer will be selected for the transfer according to Sections 8:3 and 8:4 of this article
  - (b) If the vacancy cannot be filled through the transfer requests, the District will fill such vacancies by selection from the application file.
  - (c) Entry level custodial positions that are vacant for six (6) months will be filled through transfer requests or by new employees.
- 8:2 The written notice of vacancy shall contain:
- (a) type of vacancy;
  - (b) position description;
  - (c) location and shift;
  - (d) starting date;
  - (e) qualifications;
  - (f) salary; and
  - (g) other relevant information.
- 8:2.1 The written notice set forth for a particular position shall not be substantively changed after posting.

8:3 Employees who do desire a transfer to a posted position may apply as specified in the posting notice. The decision on transfer requests shall be determined by the following criteria which are listed according to priority:

(a) Qualifications based upon the evaluation completed within the twelve months preceding the date of the posting notice where an employee should have a rating of Meets Standards or better, experience, job knowledge, attendance record, additional custodial or maintenance schooling, and passage of a performance test for Maintenance A-B positions;

(b) System-wide balance;

(c) Seniority; and

(d) Other relevant factors

In the event an evaluation has not been completed within the twelve months preceding the date of the posting notice, all other factors will be considered.

8:4 Where qualifications and other relevant factors are substantially equal and where the requirements of the District's affirmative action plans do not dictate to the contrary the employee having the most seniority shall be granted the transfer.

8:5 If an employee is denied a transfer he/she will be advised in writing and will be given written reasons upon request of the employee.

8:5.1 All employees are eligible to apply for a transfer for a vacant posted position; however, employees with twelve months or more of service who have not transferred within the last year will be considered for the position prior to all other employees. In the event that no employee with twelve months or more of service who hasn't transferred in the last year applies for the position, all other employees will be considered.

Transfers for such employees will follow the transfer criteria listed in article 8:3.

8:6 INVOLUNTARY TRANSFER

8:6.1 Notice of at least seventy-two hours of a proposed involuntary transfer shall be given to the employee involved unless unusual circumstances exist.

8:6.2 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.

8:6.3 When transfers are deemed necessary and such transfers are involuntary, the least senior employee will be transferred except where it is necessary to satisfy the requirements of law, Court order, racial balance, Board policy, affirmative action programs, discipline reasons, or when temporary transfers are necessary to satisfy the operational requirements of the District. Employees who are temporarily transferred to meet operational requirements of the District shall not be so assigned for a period longer than sixty days after which they shall be returned to their original position. If the transfer is due to discipline reasons the situation will be discussed with the Union prior to any action being taken.

## 8:7 PROMOTIONS

8:7.1 Employees to be considered must file an application no later than the closing date for applications set forth in the posting notice.

8:7.2 In considering the applicants, the employer shall consider the following in priority order:

(a) Qualifications based upon the evaluation completed within the twelve months preceding the date of the posting notice where an employee should have a rating of Meets Standards or better, experience, job knowledge, attendance record, additional custodial or maintenance schooling, and passage of a performance test for Maintenance A-B positions;

(b) System-wide balance;

(c) Seniority; and

(d) Other relevant factors

In the event an evaluation has not been completed within the twelve months preceding the date of the posting notice, all other factors will be considered.

8:7.3 Where qualifications and other relevant factors are substantially equal and where the requirements of the District affirmative action plans do not dictate to the contrary, the employee having the most seniority shall be granted the promotion.



- 8:7.4 If an employee is denied a promotion he/she will be advised and will be given written reasons upon request of the employee.
- 8:7.5 Each promotion shall be subject to a probationary period of sixty (60) work days which may be extended an additional thirty (30) work days with written notification to the employee and to the Union. Should the employee decide during the first 20 working days that the promotion is not successful during the probationary period, the employee shall have the right to return to the same position from which he/she was promoted. Should the administration have just cause to decide that the promotion is not successful, they shall provide a valid reason in writing for determining why the candidate was not successful during the probationary period. The employee will be returned to the same position level from which he/she was promoted if a position is available. If the same position level is not available, the employee may elect to take a lower level position, if one is available. The employee shall receive the rate of the classification from the first day on the job in the new classification.
- 8:7.6 Temporary promotional vacancies up to six (6) months shall be offered to the senior qualified employee at the work location. When the District has knowledge of a temporary promotional opportunity of longer than six (6) months, such vacancy shall be filled in the same manner as permanent promotions under this article.
- 8:8 It is understood by the Union that nothing set forth in this Article shall prohibit the Board from simultaneously seeking candidates from outside the bargaining unit for vacancies. However, it is understood by the Board that where an individual in the bargaining unit is qualified the employee within the bargaining unit shall receive the appointment.

## **ARTICLE 9**

### **VACATIONS**

- 9:1 Custodial employees are to be granted vacations with pay as follows:
- Less than one year - 1 day per month to 12 days
  - One through eight years - 16 days
  - Nine years - 17 days
  - Ten years - 18 days
  - Eleven years - 19 days
  - Twelve years - 20 days
  - Thirteen years - 21 days
  - Fourteen years - 22 days
  - Fifteen years - 23 days
  - Twenty years - 24 days
- 9:2 Vacations are earned during the fiscal year preceding the period when they are used.
- 9:3 Pay for all vacations will be based on the rate of pay at the time of the vacation.
- 9:4.1 Not later than May 1 of each year each employee will be required to submit a vacation schedule for the following fiscal year. These requests will be considered on a seniority basis. Any vacation requests after May 1 will be considered as submitted regardless of seniority. Vacation requests submitted after May 1 will be considered approved if the employee has not been told the status of the request within five work days of submission to the administration.
- 9:4.2 All vacations are subject to approval by the Supervisor of Facilities or designee who may delay or modify such requests based upon the operational needs of the District. If a vacation request is denied or modified the employee shall be provided with a reason in writing.
- 9:4.3 Vacation may be utilized when sick leave has expired. A physician's statement certifying the medical justification will be required.
- 9:5 Vacation time to a maximum of forty-two (42) days may be carried over to the next fiscal year.

- 9:6        The employer agrees to make whole any employee who suffers proven financial loss (i.e., non-refundable deposits) due to any change in approved vacation schedule made at the request of the employer. The affected employee shall notify his or her Facility Management Supervisor of such situation within twenty-four (24) hours of his knowledge of the projected change and mutual agreement shall be reached by the employer and the employee as to the amount of the financial loss prior to the change occurring.
- 9:7        An employee who terminates his/her employment shall be paid for any accrued and unused vacation time.
- 9:8        If an employee dies his/her estate will be paid for any accrued vacation.

## **ARTICLE 10**

### **HOLIDAYS**

10:1 The following are holidays with pay for custodial employees:

Independence Day  
Labor Day  
General Election Day\*  
Veterans Day (See 10:1.1)  
Thanksgiving Day  
Friday following Thanksgiving Day  
Christmas Eve or Day after Christmas  
Christmas Day  
New Year's Eve or day before  
New Year's Day  
Martin Luther King's birthday  
President's Day  
Good Friday  
Memorial Day

Any day proclaimed by the Governor and approved by the Superintendent

\*In non-election years, one additional holiday will be mutually agreed upon by the district and the union before January 1 of each year.

10:1.1 Veterans Day Holiday— is applicable according to State Code.

10:2 Holidays set forth in Section 10:1 will follow the approved school calendar each year; however, there shall be no fewer than fourteen (14) for the fiscal year.

10:3 If schools are scheduled to be in session on any of the dates in Section 10:1, an alternate holiday shall be scheduled by mutual agreement. In such instance the originally named holiday shall not be subject to premium pay.

10:4 If the holiday falls on Saturday, Friday will be observed as the holiday. If the holiday falls on Sunday, Monday will be observed as the holiday. In the event that school is in session on Friday or Monday the provision of Section 10:3 shall apply.

10:5 10:5 Any employee who is required to work on any of the holidays listed in Section 10:1 shall be paid his regular holiday pay plus double time for the hours worked.

## **ARTICLE 11**

### **LEAVES OF ABSENCE**

- 11:1.1 Leaves of absence, including sick leave and absences for other reasons, shall be according to Delaware State Law. For the information of employees a summary of State Law is placed at the end of this Agreement as Appendix D.
- 11:1.2 A physician's statement certifying the medical justification for an employee's absence will not normally be requested for less than three days consecutive absence; however, should there be an attendance pattern which appears to warrant it, an employee shall be notified in writing that a physician's certificate will be required for all future absences that are to be charged to sick leave. This certificate requirement will be reviewed each six months following such notification.
- 11:1.3 In accordance with Delaware State Law employees will be allowed up to three days for personal reasons. Employees must request use of such days at least five days prior to the date of the planned absence except in cases of emergency such as unexpected events.
- 11:2 **EXTENDED LEAVES OF ABSENCE**
- 11:2.1 A leave of absence without pay and without credit for experience toward salary computation, seniority, pension eligibility, or computation of up to one year may be granted for the purpose of caring for a critically ill member of the employee's immediate family. Additional leave, for one additional year only, may be granted upon recommendation of the Superintendent and approval by the Board.
- 11:2.2 Any employee adopting an infant (up to one-year old) may receive a leave on conditions similar to maternity. Such leave shall commence upon receiving de facto custody of said infant or earlier if necessary to fulfill the requirements for the adoption.
- 11:2.3 Any employee elected or appointed to a permanent office in the American Federation of State, County, and Municipal Employees, AFL-CIO, shall be granted a leave of absence without pay for a period of one year. Such leave may be renewable for up to one additional year upon application of the individual and upon recommendation of the Superintendent and approval of the Board. Such leave shall be granted to not more than three employees at any time and the leave holder shall continue to accumulate seniority.

- 11:2.4 The employee on extended leave, paid or unpaid, shall notify the District Human Resources Office by certified mail, return receipt requested, not less than sixty (60) calendar days prior to the expiration of the leave of his/her intention to return or resign from his/her position in the District. Failure to provide notification prior to the deadline of intention to return from leave will serve to convert the leave to a resignation.
- 11:2.5 At the end of the extended leave the employee shall be assigned to the same or similar position to the one from which leave was granted in accordance with his/her seniority.
- 11:2.6 Additional leaves of absence for other reasons may be considered on an individual basis.
- 11:2.7 Employees on unpaid leaves of absence shall be able to continue to participate in Board-sponsored group benefit programs at their own expense provided the company providing such benefits agrees.
- 11:2.8 Unpaid leaves of absence shall not constitute a break in continuous service, but neither shall such leave time be credited toward seniority in the District or be a criterion for holiday, vacation, pay, or other benefits as set forth in this agreement.
- 11:3 JURY DUTY - Any employee who is called for jury duty shall receive his/her regular pay for the time spent on jury duty.
- 11:4 Employees shall be entitled to the following temporary non-accumulated leave with full pay each year.  
In addition to State-provided personal leave the District will 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:
- (a) 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 as determined by the outcome of this proceeding;
  - (b) the legal proceeding involved a matter of public interest as distinguished from private dispute and the appearance of the employee as a witness in said proceeding may properly be considered to be the discharge of a civic responsibility; or
  - (c) the legal proceeding is not a result of the employee pursuing legal action.

- 11:5 Any employee on maternity leave shall be permitted to substitute in the District provided she presents medical evidence that she is capable of performing the job.
- 11:6 It is the employee's responsibility to report his/her inability to be on duty at least two (2) hours prior to the start of the employee's work shift, or at as early an hour as is practical using the standard call off procedure. In the event it is the employee's duty to open a building, he/she will also be required to notify one of their staff members who has the ability to make sure arrangements are in place to open the building.
- 11:7 UNION BUSINESS
- 11:7.1 Leaves with pay will be granted to up to three (3) employees to serve as delegates for up to five days each to attend the biennial AFSCME International Convention. No more than two employees can be from the same work group (custodial or maintenance).
- 11:7.2 Leaves with pay will be granted to up four (4) employees to serve as delegates for up to three (3) days each to attend the annual Council 81 Convention. No more than two employees can be from the same work group (custodial or maintenance).
- 11:7.3 Leaves with pay will be granted to up to (3) employees to serve as delegates for up to three (3) days each to attend the biennial Delaware State Labor Council Convention.
- 11:7.4 Up to twenty (20) days leave with pay will be granted to the local Vice-President to perform his/her official Union functions. Proper application procedures, with prior approval, must be followed to be released for this purpose. No request will be unreasonably denied. At the discretion of the local Vice President, days in this article may be transferred for use by other union members.
- 11:7.5 In recognition of the above it is agreed that the work normally performed by such absent person will be assumed by other members of the bargaining unit.

- 11:8 Employees who have a work-related injury (Workers' Compensation) will continue to receive all Board-paid fringe benefits for the school year the injury occurred plus one additional school year. The employee shall notify the Human Resources Office by certified mail, return receipt requested, not less than sixty (60) calendar days prior to the expiration of the leave of his/her intention to return or resign from his/her position in the District. Failure to provide notification prior to the deadline of intention to return from leave will serve to convert the leave to a resignation.



## **ARTICLE 12**

### **HOURS OF WORK AND PREMIUM RATES**

- 12:1 The employer shall establish hours of work for employees based upon the need for employees. The normal work week for full-time employees will be forty hours except as overtime is required to carry out the mission of the employer. All hours worked in excess of forty hours per week or eight hours in any twenty-four hour period shall be at one and one-half times the employee's hourly rate. Time worked on Saturday morning or on a holiday to complete a scheduled third shift shall be paid at the employee's straight time rate of pay including shift differential.
- 12:1.2 During a work week, if an employee works additional hours resulting in overtime compensation, the overtime hours will be paid at the highest rate of pay for positions worked during said work week.
- 12:2 **WORK WEEK** - The normal work week shall be Monday through Friday; however, the parties recognize that on occasion other schedules may be necessary and may be implemented provided:
- (a) any alternative to the Monday through Friday schedule shall be timely discussed with the Union before it is implemented;
  - (b) all time worked on any Saturday shall be paid at a rate of time and one-half and any work on Sunday shall be paid at the rate of double time.
  - (c) the premium pay will be considered the same as overtime and equitably distributed in accordance with the overtime distribution provision of this Agreement;
  - (d) the alternate work schedules shall not be utilized for employees assigned to the Monday through Friday schedule who normally service community groups on such Saturdays and Sundays; and
  - (e) the development of a variable schedule shall not increase the work load of employees on the regular Monday through Friday schedule.

- 12:3 WORK DAY - Eight continuous hours of work, including a one-half hour paid duty-free lunch. Custodians may not leave the building during lunch period without permission. Maintenance employees may not leave the designated work site during the lunch period without permission.
- 12:4 Any employee called back by the employer to work outside of his/her regularly scheduled shift shall be paid a minimum of two hours at one and one-half times the employee's regularly hourly rate for all hours worked except on Sunday or holidays or vacations when such call-back time shall be paid at double time in addition to holiday pay and vacation pay when the employee's particular expertise is needed. Call-back time shall not be paid for work contiguous to the regularly scheduled shift. Further, the employee is expected to continue to work the time necessary to complete the requirements of the job that necessitated the call back.
- 12:4.1 Employees who are designated to work when schools and offices are closed, or when other 12 month bargaining groups are excused for an emergency or weather event by official written notice from the superintendent, shall report to work and will be paid at double time for each hour worked in addition to straight time pay.
- 12:5 RATE OF PAY AND SHIFT DIFFERENTIAL: The employee's hourly rate of pay shall be determined by dividing the employee's annual salary by 2,080 hours. Part-time employees' hourly rate shall be proportionately determined. Full-time employees regularly assigned to work on a shift which begins at 1:00 P.M. or after shall receive a differential of \$625 effective July 1, 2000, \$650 effective July 1, 2001 and \$675 effective July 1, 2002 per year. Full-time employees regularly assigned to work on a shift which begins at 10:00 P.M. or after shall receive a differential of \$745 effective July 1, 2000, \$770 effective July 1, 2001 and \$795 effective July 1, 2002 per year. Part-time employees whose hours begin at or after 3:00 P.M. or 11:00 P.M. shall be paid pro-rate of the differential established for such shifts. The above premium pay shall be calculated in the same manner as the hourly rate mentioned above.
- 12:5.1 Any employee who is currently (1990-91) receiving a night shift differential which is higher than the amount in Section 12:5 will continue to receive the higher amount as long as he/she continues on his/her current shift.

- 12:6        DISTRIBUTION: Overtime work shall be distributed equitably to those employees who regularly perform such work within a given job site or within the same classification if the individual is not assigned to a single building.
- 12:6.1      Overtime lists must be posted in a conspicuous location in the workplace and must be kept current. There are to be three (3) lists consisting of: Weekday, Saturday, Sunday/Holiday.
- 12:6.2      If an employee submits a request for vacation that is approved, if an employee would like to be considered for overtime during their approved vacation period, they must submit a request in writing to their supervisor. Attempts to contact employees for overtime will be done through the established procedure.
- 12:7        OVERTIME WORK ASSIGNMENT - Overtime work assignments shall be determined at the discretion of the employer consistent with the provisions of Section 12:6.
- 12:8        In consideration of the above it is agreed by the Union that employees must accept overtime on the following basis; employees qualified to perform the available overtime work shall be offered overtime on a rotational basis based on seniority. If an employee declines to work the overtime it shall be credited for equitable distribution as if he or she has worked the overtime. The qualified employee with the least seniority must accept the overtime assignment on a descending rotational basis in the event employees with greater seniority declines. When an employee is absent from a building more than one day, overtime hours in the amount needed will be used for up to five (5) consecutive days to cover the absence. Where the District has a reason to believe the absence will extend beyond five (5) days, a substitute (if employed by the District) will be assigned to replace the absent employee and overtime will no longer be used to cover the absence unless after a good faith effort is made the District is unable to obtain a substitute. It is agreed the District has the right to assign a substitute sooner if necessary.
- 12:8.1      The parties agree that any employee given less than 24 hours notice of their scheduled overtime being cancelled shall be paid two hours overtime.
- 12:9        An employee who is required to work upon the direction of a Specialist or Supervisor in a higher rated classification shall receive the higher rate of pay of such classification.

- 12:10 All full-time employees shall be provided with two fifteen-minute rest periods for each full-time shift. Part-time employees working at least four hours will be provided with one fifteen-minute duty-free rest period. The rest periods shall be scheduled by the administrator. Custodians may not leave the building during rest periods without permission. Maintenance employees may not leave the designated work site during the rest period without permission.
- 12:11 The employer reserves the right to reasonably modify starting and quitting times of employees. The employer will normally notify the employee(s) involved at least seventy-two hours in advance of such change; however, in the event of an emergency or the absence of another employee, the employee(s) shall report as requested without regard to the aforementioned 72 hours notice.
- 12:12 Where administratively feasible, advance notice shall be given to the custodian in charge three work days prior to any activity to be held in a school.
- 12:12.1 It is understood that all custodial and maintenance personnel are required to perform their duties during inclement weather conditions or any other emergency that would effect on opening and closing of schools.
- 12:13 Payment for overtime will normally be made within the second payroll following the pay period in which the work was performed providing the time was reported by the employee in accordance with District procedure.

## **ARTICLE 13**

### **SAFETY**

- 13:1 The employee and the Union shall cooperate in the enforcement of safety regulations. Should an employee feel that seriously unsafe or unhealthy situations exist he/she shall notify his/her administrative officer immediately. The employee will not be expected to continue working in the unsafe or unhealthy situation until it has been corrected or declared adequately safe by the steward and the Supervisor of Facilities Management or his designee.
- 13:2 If the matter is not adjusted to the satisfaction of the employee it shall be referred to the Employer-Employee Relations Committee for review.

## **ARTICLE 14**

### **SALARIES AND EMPLOYEE BENEFITS**

14:1 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 schedule set forth in Appendix A.

14:2 Employees hired prior to January 1, 1996, may elect to have their paychecks deposited to their account by the State in any such bank which agrees to accept such deposits in accordance with procedures established by the State.

14:3 The Board shall make checks available to employees on the date designated by the State or within twenty-four (24) hours of receipt by the District, whichever is later.

#### **14:4 FRINGE BENEFITS**

14:4.1 Full-time employees shall receive up to \$140 per month above the State contribution toward health insurance provided they use such money for coverage.

14:4.2 Full-time employees shall receive \$1,800 toward the purchase of the following benefits during the period of this contract:

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

14:4.3 Employees who work half time or more, but less than full time based on the normal work week set forth for this bargaining unit, will receive 50% of amounts identified in 14:4.2 per year toward the purchase of the following benefits:

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

14:4.4 Any additional cost of benefits selected by an employee shall be by payroll deduction.

14:4.5 Employees who are required to pay the City of Wilmington wage tax due to working in the City of Wilmington shall receive a supplement as described below as long as they continue to be subject to the City Wage Tax. The supplements shall be paid in equal installments over the school year:

Salary of \$11,999 or less: \$75.00

Salary of \$12,000 to \$19,999: \$150.00

Salary of \$20,000 to \$27,999: \$250.00

Salary of \$28,000 or more: \$350.00

14:5 Position guides attached herewith are for the sole purpose of advising employees of their responsibilities. The Board reserves its right to modify the position guides attached (Appendix C) and to add to or eliminate position guides as organizational needs dictate; however, the Board agrees to review any newly-created position guides with the Union as such may occur and to negotiate over the rates for these positions. The Board further agrees that in the event of substantive modifications of existing position guides it will review such modifications with the Union and negotiate over rate changes as such may be necessary.

14:6 In the event the Board requires an employee to attend a conference or workshop outside the District, the Board will pay the necessary expenses as follows:

- (a) Travel by private automobile will be reimbursed at the State mileage rate plus tolls, if applicable. Travel by commercial carrier will be coach class or the equivalent thereof, except that the Board may approve other than coach class on an ad hoc basis;
- (b) Reimbursement for meals and lodging will be at the rate established or approved by the Board;
- (c) Where travel, meals, and lodging are approved and the employee elects to commute, such reimbursement will be no greater than the cost of round-trip transportation, meals, and lodging; and
- (d) Alternative financial agreement to those set forth herein will be by mutual agreement of the Board and the employee.

**14:7 Attendance Stipend**

- (a) The yearly stipend will be \$1000 for full-time employees or \$500 for part-time employees for perfect attendance. Use of vacation scheduled in advance (3 days) does not constitute an absence for this paragraph. Use of a personal day(s) does not constitute an absence for this paragraph.
- (b) The stipend will be prorated on the number of months possible to work if an employee starts after July 1 or leaves before June 30.
- (c) The stipend will be paid on July 30 for the preceding year.

**14:8 Professional Educational Development Stipend/Tuition Reimbursement or Participation in District Approved Activities-Up to \$500 per year will be available to an employee who participates in District/State of Delaware approved professional development, activities, or courses not offered by Christina School District. The stipend will be earned at the rate of \$20 per hour. All professional development must be pre-approved by employee's supervisor and the business services office prior to submission for stipend. Renewing any licenses or endorsements required to perform the duties of an employee in this bargaining unit, can be included in this stipend.**

**14:9 An annual stipend in the amount of \$1,000 will be paid to each skilled trade employee who possesses a Master License (Master HVAC License, Master Plumber License or Master Electrician License) directly related to work the skilled trade employee is performing for the District.**



## **ARTICLE 15**

### **DISCRIMINATION**

- 15:1 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, domicile, or age.
- 15:2 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.
- 15:3 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 16**

### **MISCELLANEOUS**

- 16:1 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.
- 16:2 Nothing in this Agreement which changes existing Board policy, rules, or regulations shall operate retroactively unless expressly so stated.
- 16:3 Notices under this Agreement shall be given by either party to the other by email, 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:        91 Christiana Road  
                                  New Castle, DE 19720
- 16:4 Employees who may be required to use their own automobiles in the performance of their duties shall be reimbursed for such required travel at the rate provided by Delaware Code.
- 16:5 The District shall allow the Union to install a telephone for the use of the District Vice-President of the Union. The Union must pay all costs for this telephone. The use of the telephone will not interfere with the operation of the School District. Placement of the telephone will be by mutual agreement.
- 16:6 The District may require Bus Transportation mechanics to provide and maintain their own tools other than "specialty" tools while in District employ. The District agrees to reimburse each Bus Transportation mechanic up to \$500 per year for the purchase of small hand tools or specialized tools pre-approved by the supervisor. Itemized receipts must be submitted to receive reimbursement.

- 16:7 The District will continue to pay the people who had been previously designated as "Lead Workers" until one or more of the following takes place:
- The Lead Worker transfers to another building
  - The Lead Worker gets promoted
  - The Lead Worker resigns or retires
- 16:7.1 Chief II Night Custodians currently holding said positions as of July 1, 2013, shall retain all bumping, seniority, transfer and other rights until such time as they leave that particular position. Once a "Grandfathered" Chief II Night transfers, accepts a promotion or otherwise leaves their current particular position they and/or their replacement shall no longer be "grandfathered" and will be considered lower on the hierarchy list to the Chief II "Day" position. They will no longer retain their lateral transfer rights and must apply for promotion to Chief II "Day" position.
- 16:8 The parties agree to jointly implement a four (4) hour orientation for new employees no later than ninety (90) calendar days after the ratification of this agreement.
- 16:9 The District shall post the personnel report after each Board meeting on the designated website for Board documents. The personnel report will include the list of all separated employees (discharges, retirements and resignations) and new hires covered by the Local. The list shall include the name, separation/hire date and position title.

## **ARTICLE 17**

### **DURATION OF AGREEMENT**

- 17:1 This Agreement shall be in effect as of July 1, 2019 and shall continue in effect until June 30, 2022 subject to the Union's right to bargain over a successor Agreement.
- 17:2 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, 2022, upon request of either of the parties.
- 17:3 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.
- 17:4 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, 2022.

## ARTICLE 18

### REOPENER

18.1 Notwithstanding the provisions set forth in Article 17, the parties may reopen this Agreement solely for the purpose of negotiating wages for the periods July 1, 2020 through June 30, 2021 ("FY 2021") and July 1, 2021 through June 30, 2022 ("FY 2022"), in the event of the following:

- (a) The District successfully passes an operating referendum; or
- (b) There is a change in administration.

This Agreement shall only be reopened if the District or the Union delivers to the other written notice of intent to reopen ("Notice"). The Notice shall be delivered within fifteen (15) calendar days of the passage of the operating referendum or change in administration. For purposes of this Agreement, "change in administration" shall mean the appointment of a new Superintendent and Chief Financial Officer. Negotiations shall be scheduled to commence within thirty (30) days of delivery of the Notice following the passage of an operating referendum or within sixty (60) days following a change in administration.

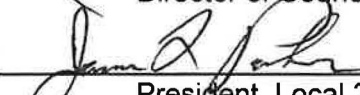
For the Employer: **CHRISTINA SCHOOL DISTRICT**

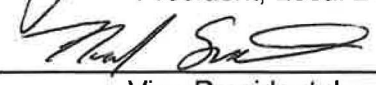
(Signed)   
President, Board of Education

(Signed)   
Executive Secretary, Board of Education

For the Union: **LOCAL NO. 218 OF COUNCIL 81 OF THE AMERICAN  
FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-  
CIO**

(Signed)   
Director of Council 81

(Signed)   
President, Local 218

(Signed)   
Vice-President, Local 218

(Signed)   
Council 81 Representative

## APPENDICES

### APPENDIX A

**Christina School District  
Custodial Local Supplement Salary Scale  
July 1, 2019 – June 30, 2020**

**This table reflects a 0% increase for All Custodial Positions Listed**

Step	Custodian	Custodian/Fireman /Maint C	Chief E	Chief I & Maint B	Maint A	Skilled Craftsman
1	\$5,455	\$6,275	\$7,098	\$7,916	\$8,736	\$16,025
2	\$6,551	\$7,533	\$8,518	\$9,500	\$10,480	\$16,871
3	\$7,643	\$8,787	\$9,934	\$11,082	\$12,227	\$17,744
4	\$8,736	\$10,043	\$11,355	\$12,666	\$13,976	\$18,628
5	\$9,825	\$11,303	\$12,773	\$14,251	\$15,735	\$19,507
6	\$10,920	\$12,557	\$14,194	\$15,832	\$17,468	\$20,391
7	\$11,466	\$13,183	\$14,908	\$16,624	\$18,346	\$21,262
8	\$12,013	\$13,814	\$15,617	\$17,414	\$19,215	\$22,105
9	\$12,557	\$14,442	\$16,323	\$18,206	\$20,092	\$22,955
10	\$13,103	\$15,071	\$17,035	\$18,997	\$20,969	\$23,802
11	\$13,648	\$15,698	\$17,744	\$19,791	\$21,841	\$24,648
12	\$14,194	\$16,328	\$18,455	\$20,581	\$22,717	\$25,497
13	\$14,738	\$16,958	\$19,164	\$21,374	\$23,590	\$26,343
14	\$15,255	\$17,553	\$19,837	\$22,124	\$24,419	\$27,238
15	\$15,255	\$17,553	\$19,837	\$22,124	\$24,419	\$27,238
16	\$15,755	\$18,053	\$20,337	\$22,624	\$24,919	\$27,738
21	\$16,005	\$18,303	\$20,587	\$22,874	\$25,169	\$27,988
26	\$16,255	\$18,553	\$20,837	\$23,124	\$25,419	\$28,238
30	\$16,755	\$19,053	\$21,337	\$23,624	\$25,919	\$28,738

- 1 Total maintenance salaries are derived by combining the above schedule with the appropriate  
Maintenance C/Custodian/Fireman  
Maintenance B/Chief I  
Maintenance A/Maintenance/Mechanics
- 2 The state training supplement is in addition to the above schedule
- 3 The above schedule will be increased by a \$500.00 longevity increment beginning on Paystep 16
- 4 The above schedule will be increased by a \$250.00 longevity increment beginning on Paystep 21
- 5 The above schedule will be increased by a \$250.00 longevity increment beginning on Paystep 26
- 6 The above schedule will be increased by a \$500.00 longevity increment beginning on Paystep 30

## APPENDIX A (cont.)

### Christina School District Custodial Local Supplement Salary Scale

July 1, 2020 – June 30, 2021

**This table reflects a 0% increase for All Custodial Positions Listed**

Step	Custodian	Custodian/Fireman /Maint C	Chief II	Chief I & Maint B	Maint A	Skilled Craftsman
1	\$5,455	\$6,275	\$7,098	\$7,916	\$8,736	\$16,025
2	\$6,551	\$7,533	\$8,518	\$9,500	\$10,480	\$16,871
3	\$7,643	\$8,787	\$9,934	\$11,082	\$12,227	\$17,744
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- 1 Total maintenance salaries are derived by combining the above schedule with the appropriate  
Maintenance C/Custodian/Fireman  
Maintenance B/Chief 1  
Maintenance A/Maintenance/Mechanics
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- 5 The above schedule will be increased by a \$250.00 longevity increment beginning on Paystep 26
- 6 The above schedule will be increased by a \$500.00 longevity increment beginning on Paystep 30

## APPENDIX A (cont.)

### Christina School District Custodial Local Supplement Salary Scale

July 1, 2021 – June 30, 2022

This table reflects a 0% increase for All Custodial Positions Listed

Step	Custodian	Custodian/Fireman /Maint C	Chief II	Chief I & Maint B	Maint A	Skilled Craftsman
1	\$5,455	\$6,275	\$7,098	\$7,916	\$8,736	\$16,025
2	\$6,551	\$7,533	\$8,518	\$9,500	\$10,480	\$16,871
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30	\$16,755	\$19,053	\$21,337	\$23,624	\$25,919	\$28,738

- 1 Total maintenance salaries are derived by combining the above schedule with the appropriate  
Maintenance C/Custodian/Fireman  
Maintenance B/Chief 1  
Maintenance A/Maintenance/Mechanics
- 2 The state training supplement is in addition to the above schedule
- 3 The above schedule will be increased by a \$500.00 longevity increment beginning on Paystep 16
- 4 The above schedule will be increased by a \$250.00 longevity increment beginning on Paystep 21
- 5 The above schedule will be increased by a \$250.00 longevity increment beginning on Paystep 26
- 6 The above schedule will be increased by a \$500.00 longevity increment beginning on Paystep 30



**APPENDIX B**  
**CHRISTINA SCHOOL DISTRICT**  
**GRIEVANCE FORM - LEVEL I**  
(Must be submitted within ten days of alleged violation)

Grievant: \_\_\_\_\_ Date of alleged violation: \_\_\_\_\_  
Building: \_\_\_\_\_ Contract Article and Section violated: \_\_\_\_\_  
Assignment: \_\_\_\_\_ or Board Policy section violated: \_\_\_\_\_  
or Administration rule or regulation violated: \_\_\_\_\_  
Description of grievance and statement of adverse effect caused by this alleged violation:

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

Remedy sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Grievant's signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Steward's signature: \_\_\_\_\_ Date: \_\_\_\_\_  
\* \* \* \* \*

Date Received: \_\_\_\_\_  
Principal/Supervisor's decision: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Principal/Supervisor's signature: \_\_\_\_\_ Date: \_\_\_\_\_

**GRIEVANCE APPEAL - LEVEL II**

(Must be submitted within five days of receipt of previous decision)

Grievant's signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Chief Steward's signature: \_\_\_\_\_ Date: \_\_\_\_\_  
\* \* \* \* \*

Date Received: \_\_\_\_\_  
Administrator's decision: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Administrator's signature: \_\_\_\_\_ Date: \_\_\_\_\_

**GRIEVANCE APPEAL - LEVEL III**

(Must be submitted within seven days of receipt of previous decision)

Grievant's signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Union President's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Date Received: \_\_\_\_\_  
Administrator's decision: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Administrator's signature: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX C**  
**CHRISTINA SCHOOL DISTRICT**  
Newark, Delaware

**POSITION GUIDE**

**TITLE: CUSTODIAN**

**BASIC FUNCTION:** Performs custodial duties as assigned by the chief custodian or administrator; develops and implements custodial services which will provide clean, comfortable, healthful, safe, and attractive buildings for students and staff.

**RELATIONSHIP:** Directly responsible to chief custodian.

**CHARACTERISTIC DUTIES:**

1. Cleaning--scrub, wax, buff, dust, sweep or clean floors, walls, blinds, furniture, lavatories, locker rooms, lockers, shelves, fixtures, and glass surfaces.
2. Maintains and does minor repair of furniture. Moves furniture within building.
3. Performs the following duties in the cafeteria area:
  - a. Cleans kitchen and cafeteria floors.
  - b. Remove filters in hoods for cleaning.
  - c. Vacuum compressor motors.
  - d. Clean grease trap as necessary.
  - e. Delivers government surplus supplies and frozen food cases to the storage areas.
  - f. Empties trash in kitchen and cafeteria areas.
  - g. Mops up spills in cafeteria during lunch periods.
4. Performs minor maintenance repairs to building facilities and replacement of small window glass.
5. Other related duties as assigned including, but not limited to, courier, cleaner, permanent part-time

**MINIMUM QUALIFICATIONS:**

1. Physical ability to perform above duties.
2. Neat and clean appearance.
3. Able to get along with adults and students.
4. Good moral character, honest, dependable, and courteous.
5. Able to follow instructions and must have quality of inquiring before taking action on items with which one is not familiar.

**CHRISTINA SCHOOL DISTRICT**  
Newark, Delaware

**POSITION GUIDE**

**TITLE: CUSTODIAN-FIREMAN**

**BASIC FUNCTION:** Performs custodian-fireman duties assigned by the chief custodian or administrator; provide services which will offer clean, comfortable, healthful, safe, and attractive buildings for students and staff. Assumes a major responsibility for the operation and maintenance of heating system. This is a non-supervisory position function which should be performed on the day shift. (Transition on a phased-in basis.)

**RELATIONSHIP:** Directly responsible to chief custodian.

**CHARACTERISTIC  
DUTIES:**

1. Operates boilers, burners, and ventilation and mechanical equipment.
2. Assists in all maintenance and minor repair of mechanical equipment and furniture in the building including replacement of small window glass.
3. Assists in all cleaning as outlined in custodian's position guide.
4. Performs minor maintenance repairs to building facilities and replacement of small window glass.
5. Other related duties as assigned including, but not limited to, pool custodian.

**MINIMUM  
QUALIFICATIONS:**

1. Same as the qualifications of a custodian.
2. Ability to read basic operating instructions, write reports, and maintain records.
3. Must hold a custodian-fireman certificate (90 hours), be in the process of obtaining it, or a commitment should be made to obtain custodian-fireman's certificate within a specified time limit.
4. Prefer two years of successful experience as a custodian.

**CHRISTINA SCHOOL DISTRICT**  
Newark, Delaware

**POSITION GUIDE**

**TITLE: CHIEF CUSTODIAN II**

**BASIC FUNCTION:** Provide leadership, as directed by building principal, in providing for optimum custodial services in the building, including direction of the custodial staff and a share of custodial duties. The nature of this position is that of a working supervisor. Hours of work may be varied on day shift depending on availability and competency of custodian/fireman in the building. (Transition on a phased-in basis.)

**RELATIONSHIP:** The chief custodian shall have direct authority over the custodians in his school. The chief custodian is directly responsible to the Supervisor of Maintenance/Operations or the building principal or his designee.

**CHARACTERISTIC  
DUTIES:**

1. Supervises and participates in the general cleaning of the school building.
2. Requests and oversees maintenance needs of the building.
3. Assists the building principal in the selection, assignment, and scheduling of the custodial staff.
4. Directs the training and orientation of members of the custodial staff.
5. Maintains the electrical, plumbing, and heating equipment in the school plan in good operating condition.
6. Maintains grounds, lawns, and play equipment in safe and attractive condition.
7. Assists in snow removal.
8. Checks all fire and safety equipment in the school and reports all violations to the supervisor or principal.
9. Establishes and supervises proper maintenance of vehicles or gasoline-powered equipment used within the building site.
10. Checks school building as required on weekends and holidays as directed to observe proper operation of mechanical equipment and security of the building.
11. Requisitions and receives supplies and equipment and maintains necessary inventories.

## **Position Guide for Chief II (Continued)**

12. Performs minor maintenance tasks as outlined in the position guide for custodian.
13. Assumes responsibility for the general security of the building.
14. Other related duties as assigned including, but not limited to, chief storekeeper.

### **MINIMUM QUALIFICATIONS:**

1. Same as the qualifications of a custodian.
2. Ability to read basic operating instructions, write reports, and maintain written records.
3. Ability to operate and maintain low-pressure steam boilers and oil-fired boilers.
4. Must hold a chief custodian certificate (120 hours), be in the process of obtaining it, or a commitment should be made to obtain chief custodian's certificate within a specified time limit.
5. Prefer four years of successful experience as a custodian and/or custodian fireman.

**CHRISTINA SCHOOL DISTRICT**  
Newark, Delaware

**POSITION GUIDE**

**TITLE: CHIEF CUSTODIAN I**

**BASIC FUNCTION:** Provide leadership in the supervision of the cleaning, minor and preventative maintenance of the school building and grounds.

Hours of work may be varied on day shift depending on availability and competency of custodian/fireman in the building. (Transition on a phased-in basis.)

**RELATIONSHIP:** The chief custodian shall have direct authority over the custodians in his school. The chief custodian is directly responsible to the Supervisor of Maintenance/Operations or the building principal or their designee.

**CHARACTERISTIC  
DUTIES:**

1. Supervises all custodians assigned to the building.
2. Performs limited preventative maintenance and mechanical work as required.
3. Performs annual evaluations of all custodians in the building.
4. Plays a major role in the hiring and dismissal of custodians under his supervision.
5. Maintains a written housecleaning and maintenance schedule.
6. Makes inspections to insure that housecleaning and maintenance schedules are performed on the day and night shifts.
7. Trains all new custodians under his supervision.
8. Checks all fire and safety equipment in the school and submits reports to proper school official.
9. Maintains proper heating and cooling conditions in compliance with energy management standards.
10. Updates continuously his working knowledge of systems and equipment in his building.
11. Maintains records for preventative maintenance of motors, equipment, vehicles, and gasoline-powered equipment.
12. Keeps a running inventory of custodial supplies and submits requisitions replenishing supplies to proper school official.

### **Position Guide for Chief I (Continued)**

13. Performs custodial duties when required in emergencies such as snow removal, flooding conditions (burst pipe), etc.
14. Has ultimate responsibility for school building on weekends and holidays with respect to the operation of mechanical equipment and security of the building.
15. Performs other management-type duties as assigned.

#### **MINIMUM QUALIFICATIONS:**

1. Same as the qualifications of a custodian.
2. Ability to read basic operating instructions, write reports, and maintain written records.
3. Supervise the operation and maintenance of low-pressure boilers and oil-fired boilers.
4. Must hold a chief custodian certificate (120 hours), be in the process of obtaining it, or a commitment should be made to obtain chief custodian's certificate within a specified time limit.
5. Prefer six years of successful experience as a custodian and/or chief custodian or the equivalent in custodial and/or maintenance supervisory experience in other institutions or firms.

**CHRISTINA SCHOOL DISTRICT**  
Newark, Delaware

**POSITION GUIDE**

**TITLE: MAINTENANCE A**

**BASIC FUNCTION:** Maintenance A personnel are responsible for the major repair and preventative maintenance related to assigned skill.

**RELATIONSHIP:** Directly responsible to the Supervisor of Maintenance/Operations or Supervisor of Bus Transportation; cooperates fully with the building principal and chief custodian when performing maintenance in a school.

**CHARACTERISTIC  
DUTIES:**

1. Responsible for major maintenance, trouble-shooting, repairs and preventative maintenance related to their demonstrated craft skill.
2. Participate in maintenance operations other than their demonstrated skill when needed.
3. Handles maintenance requests as assigned by the supervisor or his designee and paper work involved in completion of assignment such as inspection reports, long-range maintenance proposals.
4. Responsible for layout and leadership on complex and major maintenance projects requiring subordinate maintenance personnel.
5. Shows leadership ability as well as capability to instruct others in the demonstrated craft skill.
6. Operates equipment as required (including school bus in emergency situations\*).
7. Other related duties as assigned including, but not limited to, carpenters, plumbers, electricians, heating, ventilation, and cooling system mechanics and master motor vehicle mechanic.

**MINIMUM**

**QUALIFICATIONS:**

1. Formal trade school training or equivalent acceptable to the District.
2. Demonstrated ability to perform the tasks in their specific craft.
3. Apprenticeship preparation preferred or have worked in their demonstrated skill with a reputable firm.
4. Must have or obtain a Class B driver's license (must have or obtain Delaware School Bus Driver's license\*).
5. Physical ability to perform above duties.
6. Three years' experience as a chief custodian or Maintenance C/B is desirable.

\* Only applies to Bus Transportation.



**CHRISTINA SCHOOL DISTRICT**  
**Newark, Delaware**

**POSITION GUIDE**

**TITLE: MAINTENANCE B**

**BASIC FUNCTION:** Maintenance B personnel are responsible for maintenance repairs and preventative maintenance assignments related to assigned skill and assistance in other maintenance operations as directed.

**RELATIONSHIP:** Responsible to the Supervisor of Maintenance/Operations or Supervisor of Bus Transportation; cooperates fully with the building principal and chief custodian when performing maintenance in a school.

**CHARACTERISTIC  
DUTIES:**

1. Responsible for maintenance and carrying out preventative maintenance measures related to their demonstrated craft skill.
2. Handles maintenance requests as assigned by their supervisor or his designee.
3. Assists Maintenance A personnel when requested.
4. Operates equipment as required (including school bus in emergency situations\*).
5. Other related duties as assigned including, but not limited to, painters, auto mechanics, and heavy equipment operator.

**MINIMUM  
QUALIFICATIONS:**

1. Demonstrated ability to perform the tasks involved in their specific trade.
2. Apprenticeship or trade school preparation preferred or have worked in their demonstrated skill with a reputable firm.
3. Must have or obtain a Class B driver's license (must have or obtain Delaware School Bus Driver's license\*).
4. Physical ability to perform above duties.
5. Two years' experience as a chief custodian or maintenance helper is desirable.

\* Only applies to Bus Transportation.

**CHRISTINA SCHOOL DISTRICT**  
Newark, Delaware

**POSITION GUIDE**

**TITLE: MAINTENANCE C**

**BASIC FUNCTION:** Performs as a maintenance helper. Assists Maintenance A and Maintenance B personnel in completing maintenance requests. Maintenance C personnel may at times be assigned minor maintenance work which they would handle independently.

**RELATIONSHIP:** Responsible to the Supervisor of Maintenance/Operations or Supervisor of Bus Transportation; cooperates fully with the building principal and chief custodian when performing duties in a school.

**CHARACTERISTIC  
DUTIES:**

1. Assists in maintenance including plumbing, painting, carpentry, electrical, glazing, heating and cooling systems, and motor vehicle and equipment repair.
2. Handles requests as assigned by their supervisor or his designee.
3. Operates equipment as required (including school bus in emergency situations\*).
4. Other related duties as assigned including, but not limited to, groundskeeper and truck driver.

**MINIMUM  
QUALIFICATIONS:**

1. Demonstrated ability in previous job to perform broad range of general maintenance and grounds duties.
2. Apprenticeship or trade school preparation desirable.
3. Must have or obtain a Class B driver's license (must have or obtain Delaware School Bus Driver's license\*).
4. Physical ability to perform above duties.
5. Four years custodial experience in the District desirable.

\* Only applies to Bus Transportation.

## **APPENDIX D**

### **LEAVES OF ABSENCE**

#### **MATERNITY/PATERNITY LEAVE (For birth of a child or adoption of a child)**

In accordance with Delaware Code, Title 14, §1333, Paid leave for birth of child or adoption of a child:

#### **MILITARY LEAVE (Title 14, Chapter 13, Sub-Section 1327)**

- A. If a regularly appointed and employed principal, teacher, or other employee of a school district is called to the service of or voluntarily enters the Armed Forces of the United States of America or the National Guard of this State when in continuous active service, the school board shall grant to such principal, teacher, or other employee, a leave of absence which shall cover the period of military service, not to exceed three years, or until the term of service to which he or she has been called is terminated and upon the completion of the leave of absence reinstate such principal, teacher, or other employee in the position which he or she held at the time that the leave of absence was granted. The contract with such principal, teacher, or other employee shall continue in force under the same conditions as if the principal, teacher, or other employee has been in the continuous service of the Board during the period of the leave of absence; provided such regularly appointed employed principal, teacher, or other employee has received a certificate of satisfactory completion of military service.
- B. During said leave of absence resulting from Operation Desert Shield/Storm, Operation Noble Eagle or Operation Enduring Freedom, such principal, teacher or other employee at a school district shall continue to receive the employee's state compensation during the initial period of active duty prescribed by the military, to be reduced by any military compensation received. The Department of Education shall adopt rules and regulations necessary to implement the provisions of this subsection that are consistent with those adopted by the Office of State Personnel pursuant to §5105(b) of Title 29. These rules shall make it the responsibility of the employee to initiate the claim and supply the required military pay information. The State shall be responsible for collecting information relating to state compensation. Claims shall be filed within 90 days of release from active duty or passage of this legislation, whichever is later.
- C. For the purpose of subsection (b) of this section state compensation shall be limited to the state share of the base salary as calculated from the appropriate salary schedule, administrative supplements and all other stipends. Military compensation shall include base salary, basic allowance

for quarters (BAQ), basic allowance for subsistence (BAS), hazardous duty pay and all other supplemental compensation multiplied by the ratio of state compensation to total compensation.

- D. The person who may be appointed to replace the principal, teacher or other employee shall be appointed only for the period covered by the leave of absence.

**SICK LEAVE AND ABSENCES FOR OTHER REASONS (Title 14, Chapter 13, Sub-section 1318)**

- A. Teachers and other school employees shall be allowed ten (10) days of sick leave per year with full pay; those teachers and other school employees employed eleven (11) months a year shall be allowed eleven (11) days of sick leave per year with full pay; and those teachers and other school employees employed twelve (12) months a year shall be allowed twelve (12) days of sick leave per year with full pay. Any unused days of such leave shall be accumulated to the employee's credit without limit.
- B. In the case of a death in the immediate family of the employee there shall be no reduction of salary of said employee for an absence not to exceed five (5) working days. Members of the immediate family shall be defined as: the employee's spouse or domestic partner; parent, stepparent or child of the employee; parent of spouse or domestic partner; employee's grandparent or grandchild; employee's sibling; spouse of employee's child; any relative who resides in the same household; or any minor child for whom the employee has assumed and carried out parental responsibilities. This absence shall be in addition to other leaves granted the employee.
- C. In the case of a serious illness of a member of the employee's immediate family, as defined in subsection (b) of this section that requires the employee's personal attention, an employee may use accrued sick leave. An employee needing sick leave under the provisions of this section shall inform that employee's own immediate supervisor of the fact and reason in advance, when possible, or otherwise before the expiration of the first hour of absence or as soon thereafter as practicable; failure to do so may be cause for denial of pay for the period of absence. Before approving pay for sick leave, the supervisor may at that supervisor's discretion require either a doctor's certificate or a written statement signed by the employee setting forth the reason for the absence. In the case of an absence of more than five (5) consecutive days, a doctor's certificate is required as a condition of approval. The days so lost are to be counted in the sick leave of the employee.
- D. In case of the death of a near relative there shall be no deduction in the salary of the employee for absence on the day of the funeral. A near relative shall

be defined as first cousin, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, grandparent-in-law, or other friend living in the employee's household. This absence shall be in addition to other leaves granted the employee.

- E. In the case of the observance of recognized religious holidays an employee may be absent without loss of pay on no more than three (3) calendar days per year. The days so lost are to be counted in the sick leave of the employee.
- F. An employee may be absent without loss of pay no more than three (3) days per fiscal year for personal reasons of the employee. Such absences shall be included in the sick leave of the employee. Such absences must be approved by the chief school officers.
- G. An employee retired subsequent to June 1, 1969, after serving in covered employment under Chapter 55 of Title 29, shall, on retirement, be paid for each unused sick leave day, not to exceed 90 days. The total amount paid shall be based upon that portion of the salary computed in accordance with state schedules, regardless of the source of funding, and shall be based upon 50 percent of the per diem rate of pay in effect at the time of retirement. Effective July 1, 1986, in the event of the death of a teacher or other school employee, payment shall be made to that teacher's or other school employee's estate at the rate of 1 day's pay for each day of unused sick leave not to exceed 90 days. Effective July 1, 1991, for school employees of the Department of Education and school district boards of education the per diem rate shall be 1/185 in the fiscal year beginning July 1, 1999; 1/187 in the fiscal year beginning July 1, 2000; 1/188 for the fiscal year beginning July 1, 2001; and each succeeding fiscal year, of the annual salary based on state salary schedule for those employed 10 months; for those employed 11 months the per diem rate shall be 1/204 in the fiscal year beginning July 1, 1999; 1/206 in the fiscal year beginning July 1, 2000; 1/207 for the fiscal year beginning July 1, 2001; and each succeeding fiscal year, of the annual salary based on state salary schedule; and for those employed 12 months, the per diem rate shall be 1/222 of the annual salary based on state salary schedule. The local employing agency shall certify the number of days to which the employee shall be entitled.
- H. The maximum amount of annual leave which any employee shall be permitted to accumulate shall be 42 days. At the end of each fiscal year, the accumulated annual leave of each employee shall equal not more than 42 days. Where, prior to the end of a fiscal year, an employee has accumulated more than 42 days of annual leave, such annual leave shall be adjusted to 42 days at the end of such fiscal year.

- I. Effective September 1, 1991, the per diem rates used to pay retiring employees for accrued annual leave shall be identical to the per diem rates for sick leave contained in subsection (g) of this section.

#### **RECORDS OF ABSENCES; PROOF (Title 14, Chapter 13, Sub-Section 1319)**

Each employing Board shall keep an accurate record of the absences from duty and reasons therefore of all employees for whatsoever reasons and may require a statement from the employee when absent because of illness to the effect that he or she was unable to perform his or her duties during the period of absence. The Board may request a physician's certificate if in its judgment this is necessary.

#### **SELECTION OF EMPLOYEE TO PUBLIC OFFICE; LEAVE Title 29, Chapter 51, Sub-Section 5110)**

In the event any employee of this State, including any employee of the public schools, is elected to any public office provided for by the Constitution of the State or the Delaware Code, such employee shall be granted such leave of absence without pay as is reasonable and necessary to perform his duties in such office. Upon the completion of such leave the employee shall be reinstated in the position which he held at the time such leave of absence was granted.