

AGREEMENT

between the

CHRISTINA SCHOOL DISTRICT

BOARD OF EDUCATION

and the

CHRISTINA SECRETARIES ASSOCIATION
DSEA/NEA

July 1, 2019 through June 30, 2022

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AGREEMENT

This Agreement is entered into this 1st day of July 2019 by and between the Board of Education of the Christina School District, hereinafter called "Board," and the Christina Secretaries Association, DSEA/NEA, hereinafter referred to as the "Association."

PREAMBLE

The Board and the Association agree that the purpose of this Agreement is the recognition of the rights and responsibilities of the parties concerned and the formulation of procedures by which both parties may work together in good faith with regard to all matters pertaining to this Agreement. Pursuant to and consistent with Chapter 40, Title 14, Delaware Code, the Board has an obligation to negotiate with the Association as the representative of the employees hereinafter designated.

ARTICLE 1 RECOGNITION

- 1:1 The employer recognizes the Association 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.
- 1:2 The term "employee" as used herein shall include all full-time secretarial employees exclusive of administrative/supervisory personnel, specialists, and those who are excluded. It is further understood that only the following classifications in the Christina School District are included as secretarial employees in the bargaining unit established herein: all full-time and part-time secretaries.
 - 1:2.1 There shall be a maximum of five (5) excluded secretarial positions. The Association will receive written notification of excluded positions when there is a change.
- 1:3 The inclusion or exclusion of a newly formed position will be submitted to the Public Employment Relations Board, State of Delaware, for determination if the Parties cannot mutually agree upon the inclusion or exclusion.
- 1:4 If during the life of this Agreement any administrative rule or regulation or Board policy shall be inconsistent with the provisions of this Agreement, this Agreement during its life shall be controlling over the inconsistent language in such administrative rules and regulations or Board policy.
- 1:5 If any provision of this Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law. If any such provision or application of this Agreement is determined to be invalid the parties will meet to renegotiate the provisions held to be unlawful.

ARTICLE 2
DEFINITIONS

- 2:1 Unless otherwise indicated, the term "secretary(s)" when used hereinafter in this Agreement shall refer to all employees in the bargaining unit as defined in Article 1 and reference to female secretaries shall include male secretaries except where the context clearly limits the intent to one sex.
- 2:2 The following terms as included are for clarification purposes only and their inclusion neither modifies, adds to, nor subtracts from any other part of this Agreement.
- 2:2.1 This term "school" as used in this Agreement means any of the buildings maintained by the Board of Education.
- 2:2.2 Wherever the term "principal" is used it is to include the responsible administrative head of a school building.
- 2:2.3 Wherever the term "supervisor" is used it is to include the administrator of any work location or his/her designee unless otherwise defined in this Agreement.
- 2:2.4 Wherever the term "days" is used it is to mean those days when secretaries are scheduled to report to work on any one calendar day consisting of 7.5 hours.
- 2:2.5 The "Association" as used in this Agreement shall mean the Christina Secretaries Association, DSEA/NEA.
- 2:2.6 "District" as used in this Agreement will mean the Christina School District.
- 2:2.7 "Classification" means the job categories established by the District's classification system and not a funding classification set by the State of Delaware.
- 2:2.8 The "Floater" secretary as used in this Agreement shall mean a secretary under permanent contract, but not assigned to a specific location.

ARTICLE 3
FAIR PRACTICES

- 3:1 The Association agrees to represent all members of the bargaining unit fairly and equally without discrimination on the basis of race, creed, color, religion, gender (including pregnancy, childbirth and related medical conditions), national origin, citizenship or ancestry, age, disability, veteran status, genetic information, sexual orientation, gender identity, marital status, against victims of domestic violence, sexual offenses or stalking, or upon any other categories protected by federal, state, or local law, and without regard to membership or participation in or association with the legal activities of any secretarial organization.
- 3:2 The Board shall continue its policy of not discriminating against any secretary on the basis of race, creed, color, religion, gender (including pregnancy, childbirth and related medical conditions), national origin, citizenship or ancestry, age, disability, veteran status, genetic information, sexual orientation, gender identity, marital status, against victims of domestic violence, sexual offenses or stalking, or ~~handicap~~ upon any other categories protected by federal, state, or local law, or its programs and activities.

ARTICLE 4
ASSOCIATION SECURITY

- 4:1 The Association shall receive notification of the name, position, location, address and phone at the time of hire.
- 4:2 The employer agrees to deduct the Association membership dues from the earned wages of any employee who authorizes such deduction through the signing of the appropriate membership form. On or before the twentieth of each month the Association will deliver to the District additional executed authorization forms under which Association membership dues are to be deducted. The biweekly (2-week) deduction and its transmittal shall be made to the designee of the Association consistent with current practice and State payroll procedures.
- 4:3 If the employee leaves the employment of the District before the total amount of the dues owed to the Association has been deducted the District will deduct the amount from the employee's final paycheck as provided for by the dues deduction authorization card.

Name: (please print) _____

District Location and Position: _____

Home address: _____

Home phone: _____ Cell phone: _____

Home email address: _____

Today's date: _____ Your signature: _____

(To be sent to DSEA upon hire)

ARTICLE 5
RIGHTS OF THE PARTIES

- 5:1 The Board agrees to make available to the Association, upon reasonable request, budgets, reports, statistics, information and records necessary for negotiations or for the proper enforcement of the terms of this Agreement to the extent to which such information is in the public domain.
- 5:2 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 Association President or designee at the time of the issuance or posting of the directive.
- 5:3 The Association may access Board policy, Board minutes, and agendas from the electronic access system. The Association shall provide the Board with a current roster of its elected and appointed officials. The Board shall provide the Association a table of administrative organization with names and updates, as needed.
- 5:4 Accredited representatives of the local, State, and national Association shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt the work of the employee or the program of the School District. The Association representative 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. Such permission shall not be refused except for just and sufficient cause.
- 5:5 Whenever members of the bargaining unit are mutually scheduled to participate in negotiations during working hours they shall suffer no loss of pay nor will they be required to make up the time lost.
- 5:6 The Association shall have the right to use school buildings for Association business on the same basis as other school-affiliated organizations in accordance with District policy.
- 5:7 The Association may use the school office and District inter-office mail system, e-mail 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 Association business under the following provisions:
- (a) The material must identify clearly the individual(s) and/or organization responsible for the information contained therein; and

- (b) A copy of the material being distributed must be given to the building principal or designee prior to or at the time of posting or disseminating 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 time of posting or dissemination. This includes all e-mail distributions.
- (c) The mailboxes, e-mail 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 and e-mail will be consistent with current law, court cases, and postal regulations.

5:8 The Board shall provide the Association with 10 copies of this Agreement. Either party may request additional copies to be printed and shall pay for such additional copies. The Association shall be provided an electronic copy of the ratified contract. The contract will be posted on the Intranet and all employees shall be notified of the contract posting.

5:9 Nothing contained herein shall be construed to deny or restrict to any employee such rights as may be held under Delaware School Laws or other applicable law.

5:10 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 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

The exercise of 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.

5:11 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.

- 5:12 In a bona fide emergency affecting the health, safety, or welfare of the students/employees of the District, the Board or designee may take appropriate actions.
- 5:13 The Association 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 provision of this Agreement.
- 5:14 The Association shall be entitled to a representative on the Calendar Committee.
- 5:15 Association Days - Up to twenty-five (25) days leave with pay will be granted annually to the Association President or a person designated by the President to perform official Association functions. Proper application must be followed to be released for this purpose. In addition up to four (4) employees will be allowed up to four (4) work days to attend the State Association Leadership Training Conference.
- 5:16 Secretaries currently held harmless from a reduction in pay will continue to be held harmless for the duration of this contract unless he/she refuses a position as outlined below:
A secretary that is held harmless will automatically be considered for an opening in the classification for which he/she is being paid. If said employee is offered the position and refuses it, he/she shall no longer be held harmless.

ARTICLE 6
WORKING CONDITIONS

- 6:1 The personal life of an employee shall be of no concern to the Board or District except as covered in Delaware Code, Chapter 14, Title 14.
- 6:2 Employees shall move sequentially on the salary schedule in annual increments. Employees must work more than one-half (1/2) year to receive the annual increments.
- 6:3 Secretaries shall be classified as twelve-month employees.
- 6:4 Employees shall not be required to perform extra-curricular activities (i.e., chaperone, collect tickets, or supervise student activities).
- 6:5 No employee shall be reprimanded, reduced in pay, or have disciplinary action taken against them without just cause. Any such action will be conducted with due regard to privacy.
- 6:6 An employee, other than those employees permitted by law, shall not be required to give medication nor medical treatment; however, in an emergency situation an employee is expected to act in a reasonable and prudent manner and shall be held harmless from any liability by the Board unless the employee's acts or omissions amount to gross negligence or willful and wanton misconduct.
- 6:7 In the event of inclement weather, or similar circumstances, causing school openings to be delayed, secretarial employees shall be expected to arrive at work as early as possible, taking into consideration the reason for the delay, the distance traveled and the hazards involved.
- In the event that the employee workday is cancelled employees shall be notified in a timely manner. If offices are closed, time will not be deducted from an employee's annual leave.
- When a state of emergency and/or city emergency is declared while school is in session, secretarial staff shall follow district direction. When reporting to work is required, those that do not report to work will be charged appropriate time using, vacation day, personal day, or deduction in pay.
- 6:7.1 When schools dismiss early due to inclement weather or other emergency conditions secretaries will leave one hour after students are dismissed. Non-school secretaries will leave one hour after the early dismissal time for secondary schools. Should students remain after one hour, it is not the secretary's responsibility to stay with the student(s).
- 6:8 Any secretarial employee temporarily transferred by administrative action to a higher rated classification shall receive the higher rate of pay in said classification for the number of days actually worked in such classification. This section does not apply to the employees in the "support pool."

- 6:8.1 A floater secretary shall not be assigned to a vacancy for longer than a six-month period without discussion and with agreement of the Association. The Association's agreement will not be unreasonably withheld.
- 6:9 The administration will provide secretaries with a safe and secure place for counting of school monies such as the school principal's office, the nurse's office, or other locked facility. No secretary shall be required to transport school monies outside the building without an escort.
- 6:9.1 When a secretary, including a floater, is required to drive to a different location, within their normal 7.5 work day, after initially reporting to work, the employee shall be reimbursed at the current state mileage rate.
- 6:10 HEALTH AND SAFETY
- 6:10.1 The employer and the Association shall cooperate in the enforcement of safety regulations. Should an employee feel that unsafe or unhealthy situations exist he/she shall notify his/her administrative officer immediately.
- 6:10.2 If the matter is not adjusted to the satisfaction of the employee the employee may file a grievance at Level I of the grievance procedure, but the issue may not proceed to arbitration.
- 6:11 Secretaries will not be required to be alone in the building when schools are not in session. Should a situation arise where a secretary would be alone in a building the employee may be assigned to another work location. If the employee elects not to work, the time off would be counted as vacation as set forth in the Agreement.
- NOTE: Each building will have a delineated procedure and chain of command for emergency situations when the secretary is in the building without another secretary or administrator. The procedure will provide for the following:
- Contact person within the building (i.e., lead teacher)
 - Contact numbers for building administrator(s) and district office administrators in "calling" order (1st, 2nd, 3rd, etc.)
 - Contact information for "buddy" building and administrator
- 6:12 Secretaries shall have the right to use staff/teacher lounges.
- 6:13 When an employee is promoted to a higher classification he/she shall be placed on the same salary step in the new classification as the step he/she was on in his/her former classification prior to his/her promotion.
- 6:14 One in-service day shall be provided each year for all secretaries with full pay. The program shall be planned by a committee which will have representation from the Administration and from the Association. The cost, up to \$1,500 of the approved in-service day program, e.g. room, speaker, materials, shall be paid for by the Board. Attendance is at the discretion of the employee, it may be mandated, but not prohibited by administration.

- 6:14.1 Association representatives may make recommendations with regard to development/revisions of orientation/training programs and procedural manuals for employees.
- 6:15 No secretary shall be required to transport a pupil in a personal automobile.
- 6:16 Secretaries should immediately report cases of injury suffered by them in connection with their employment to their immediate supervisor.
- 6:17 An employee who has a work-related injury (Worker's Compensation) will continue to receive all Board-paid fringe benefits as outlined by the State of Delaware and the district's Worker's Compensation policy.
- 6:18 An employee who is required to appear before the Board or an agent thereof for disciplinary reasons (written reprimand, suspension, termination) shall be given prior written notice. The letter will contain the date of the incident if known and isolated to one day and specific reason for the 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. The parties agree that 48-hour meetings may be postponed 24 hours in order for the employee to secure representation.
- 6:19 When an employee is requested to meet with an administrator and he/she at any time reasonably believes the meeting may result in disciplinary action; the employee may have an Association representative present. Such representative must be available within a reasonable amount of time (twenty-four (24) to forty-eight (48) hours).
- 6:20 Suspension of an employee pending the disposition of charges by the Board of Education shall be with full pay and benefits unless the employee is arrested for a felony offense which constitutes grounds for termination, in which case the employee will be suspended without pay and benefits. If the said employee is exonerated, back wages will be reimbursed. Where an employee is suspended for disciplinary reasons and that suspension is not revoked through the grievance procedure (if the grievance procedure has been elected) said employee shall be deducted an amount of pay equal to the number of days of said suspension. If the number of remaining pay periods permit the employee shall not be deducted more than one day's pay in any one pay period. If an employee leaves employment of the District before the completion of the grievance procedure, if used, the employee's pay will be deducted in the last paycheck of the employee. If suspension is subsequently revoked the District shall return any monies to the employee.
- 6:21 SECRETARY CLASSIFICATION
- 6:21.1 The District shall maintain the local classification system in place as of July 1, 2003 until a change has been ratified by the Association membership.
- 6:22 The Association and the District agree that testing shall be limited to new hires. The

four representatives from the Association and the four representatives from the District shall meet prior to implementation of any changes in job testing procedures for new hires.

6:23 Secretarial personnel will not be required to lift excessive amounts of weight without assistance.

6:24 The District will make a reasonable effort to provide additional support to single secretary buildings during “peak” times (i.e., opening of school, September 30th, FSF opening and closing, etc). It is understood that this effort is contingent upon available funding.

6:25 Dress Code

The parties agree that it is important for employees to model appropriate dress in order to establish a professional environment in our schools that is conducive to learning and to promoting the expectation of good behavior. As a rule, business casual will be the expected professional dress. An exception may be agreed to at the individual buildings for specific spirit days and/or professional days, which will be communicated by the building administrator or supervisor via district email.

It is further agreed that should an employee wear what is considered by their administrator to be inappropriate attire, that the secretary shall be so advised by the administrator. Such discussion shall not be reflected in evaluations nor result in any discipline, unless the behavior persists, at which time a meeting will take place between the employee, building/district administrator(s), and an Association Representative of the employee’s choice.

ARTICLE 7
EVALUATION

7:1 APPRAISAL

Evaluation and judging of an employee's performance shall be for the following purposes:

- a. To provide an opportunity for the employee to know if the work is acceptable and, if not, to be advised regarding what needs improvement;
- b. To establish a procedure whereby employee training needs may be identified;
- c. To promote open exchange of ideas, concerns and improvement of quality;
- d. To provide information for making judgments about employee assignments and continued employment.

7:1.1 Evaluations for all secretaries will be conducted by the supervisor openly and with knowledge of the employee and should note both deficiencies in performance and improvements and will be completed annually by July 1. An employee must have been made aware of unsatisfactory performance prior to it being marked on the evaluation. The evaluation will be discussed with the secretary and the employee will sign the evaluation before submission to the appropriate office for filing. Such signature will indicate only that the employee has read the material and does not necessarily indicate agreement with its content. One copy of the signed evaluation will be given to the employee at least twenty-four (24) hours before any conference to discuss it and one copy will be placed in the District's Human Resources Department file pertaining to the employee. An employee must be evaluated by his/her supervisor within the probationary period.

7:1.2 A secretary who wishes to disagree with the evaluation must do so in writing within ten (10) days after receipt of the evaluation or conference, whichever is later, to discuss it. Such rebuttal will be attached to the evaluation before it is submitted to the appropriate office for filing.

7:1.3 When an employee is rated less than satisfactory, the employee shall be notified that a meeting to develop an improvement plan shall be held within ten (10) days. The employee will be told that he/she has a right to have an Association representative present at the meeting. The improvement plan shall include a timeline for completion. When the improvement plan has been satisfactorily completed a letter stating such will be placed in the Human Resources file of the employee. If the improvement plan is to be extended or revised, the evaluator must provide specific deficiencies and recommended area(s) for growth to support their recommendation prior to the expiration date of the improvement plan.

7:2 Procedure violations of the evaluation procedure/instrument(s) are subject to the grievance procedure.

7:3 The District Liaison committee will review the evaluation process as necessary for the

purpose of making recommendations for change. The evaluation instruments are included in Appendix E.

ARTICLE 8
SENIORITY, LAYOFF, AND RECALL

8:1 SENIORITY

8:1.1 The term seniority as used in this Agreement shall be calculated as the length of continuous service in a secretarial/clerical position in the District. Time spent as a specialist and/or excluded secretary shall count toward District seniority in the bargaining unit so long as the specialist was promoted from within the secretarial bargaining unit.

8:2 SENIORITY LIST

8:2.1 The Human Resource Department shall annually publish a list of all employees by classification in seniority order. The seniority list shall be reviewed with the Association prior to publication. 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 Human Resource Department 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 appeals for the same reason will be honored

8:3 An employee shall lose his/her seniority and all rights thereto under this Agreement for the following:

- (a) resignation or discharge for just cause (and the discharge is sustained);
- (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; and
- (d) failure to respond to proper recall notice or laid off for more than two years.

8:4 PROBATIONARY PERIOD

8:4.1 New employees shall serve a probationary period of sixty (60) workdays. The probationary period may be extended an additional thirty (30) workdays at the discretion of the administrator. An employee must be evaluated in writing by his/her supervisor if the probationary period is to be extended. If a new hire has not proven satisfactory after completion of a probationary period of a total of ninety (90) days, the district has the right to terminate the employment of the new hire.

8:5 LAYOFF

8:5.1 If a reduction in force is necessary beyond normal attrition the Superintendent shall determine the number of positions that will be reduced as well as the date such

reductions are needed and shall apprise the Association of this information at least thirty (30) days prior to the effective date of the reductions. The District shall make a good faith effort to provide greater advance notice.

8:5.2 To accomplish the necessary reduction in force, employees will be laid off from their current local seniority classification on the basis of seniority.

8:5.3 If the employee(s) identified for layoff has sufficient seniority he/she may transfer into a lower classification (based on the established hierarchy).

8:5.4 An employee who does not exercise this option to transfer will be laid off.

8:6 RECALL

8:6.1 A laid-off employee will be placed on the recall list in seniority order for the classification from which layoff occurred.

The employee who chooses to transfer to a different classification rather than be laid off will be placed on the recall list for the classification from which layoff would have occurred.

8:6.2 After all internal vacancies have been posted and filled employees will be recalled to permanent vacancies according to local classification in seniority order and shall receive the salary of the classification to which they are recalled.

8:7 Refusal of an employee to accept the position within seventy-two (72) hours of the receipt of date on the certified notice, date of direct telephone or e-mail contact and then to report to work within ten (10) calendar days of that acceptance, or at such later time as is determined by the administration, will relieve the Board of further obligation to offer re-employment.

8:8 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 (2) years.

8:9 An employee on the recall list who exercises his/her seniority by accepting a temporary or part-time position shall not surrender his/her right to a permanent position. The person may be placed in the appropriate position before completion of the temporary or part-time employment with administrative approval or when a higher benefit category position becomes available. The employee shall remain at his/her appropriate position on the recall list.

8:10 Time lost by an employee laid off under 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 service or be a criterion for holiday, vacation, pay, pension, or other benefits as set forth in this Agreement.

8:11 Employees on a leave of absence shall be subject to all provisions of this Article.

- 8:12 Employees who are eligible for recall must keep the District Human Resources Department informed in writing of any changes in their address and telephone number. Failure to do so will relieve the Board of any further obligation of recall.
- 8:13 Employees who resign or have been dismissed for any reason other than reduction in staff are not subject to provisions of this Article.
- 8:14 Nothing in this Article shall apply to an individual on a temporary contract or in any way serve to extend the employment of such individuals.

ARTICLE 9
TRANSFERS AND PROMOTIONS

9:1 POSTING

9:1.1 Notices for permanent vacancies or newly created positions within the bargaining unit including promotional positions shall be sent to all secretaries via email. Upgraded positions will not be posted. The District will notify the union president when an upgrade will occur. Notices shall be posted at least ten (10) calendar days prior to the application deadline. No permanent appointments shall be made until after the deadline for filing applications.

9:2 The written notice of a vacancy shall contain:

- (a) type of vacancy;
- (b) position description;
- (c) location;
- (d) starting date;
- (e) qualifications;
- (f) salary;
- (g) performance test requirements (new hires) and other relevant information.

9:2.1 The written notice set forth for a particular position shall not be substantively changed after posting. In the event of a substantive change the notice will be withdrawn and, if necessary, re-posted.

9:2.2 Posting will be consistent with current job descriptions and classifications as set forth in appendix E, or agreed upon amendments attached as an appendix during the term of this agreement.

*Job descriptions attached herewith are for the sole purpose of advising employees of their responsibilities. The Board reserves its right to modify the job descriptions (Appendix E) and to add to or eliminate job descriptions as organizational needs dictate; however, the Board agrees to review newly created job descriptions with the Association.

9:3 TRANSFERS AND PROMOTIONS

Employees who desire a transfer or a promotion to a posted position may apply as specified in the posting notice. Selection of the most qualified candidate shall be based upon qualifications as determined by the following criteria which are listed according to priority:

- (a) evaluations,
- (b) experience,
- (c) knowledge of job
- (d) additional training,
- (e) seniority.

A performance test will be required for all new hires.

- 9:4 If an internal employee is denied a lateral move or a promotion, a Human Resources Administrator will meet and discuss the denial upon the written request of the employee. The employee will be entitled to have an Association representative present during such meeting.
- 9:4.1 An employee must have successfully completed six (6) months service as a secretary in the District to be eligible to apply for a posted position. Any employee who is granted a posted position may not apply for a lateral posted position or downgrade within six (6) months, but may apply for a promotion. Exceptions to the six (6) month waiting period may be granted by Human Resources.
- 9:5 It is understood by the Association that nothing set forth in this Article shall prohibit the Board from simultaneously seeking candidates from outside the bargaining unit for vacancies.
- 9:5.1 Interview committees will include one bargaining unit representative chosen as follows: the Association President shall put forward the names of three individuals with experience relative to the position being interviewed. The Human Resources representative shall choose one of the three names to be part of the interview committee.
- 9:6 Once an employee has accepted a promotion he/she will be moved into that position within three (3) weeks or begin to receive the upgraded salary. If there is a specific starting date stated in the vacancy announcement the upgraded salary will be as of the stated date or acceptance of promotion.
- 9:6.1 There will be a probationary period of thirty (30) workdays for promotions and transfers. That period may be extended another thirty (30) workdays if a written evaluation has been done by the supervisor recommending the extension of the probation. If an internal candidate has not proven satisfactory after completion of a probationary period of a total of sixty (60) days, the District will provide a mentor for further training and re-evaluate within sixty (60) days.
- 9:7 INVOLUNTARY TRANSFER
- 9:7.1 Although the Board and the Association recognize that frequent involuntary transfer(s) of employees may be disruptive to employees they also recognize that such transfers are sometimes necessary. Involuntary transfer is defined as the moving of an employee from one building or department to another.
- 9:7.2 At least a ten (10) calendar day notice of proposed involuntary transfer shall be given to the employee involved except in a bona fide emergency which requires immediate action or if the employee is agreeable to a shorter time frame. Employees assigned to the support pool are not covered by this section.
- 9:7.3 An employee may request a meeting with his/her supervisor/designee or other appropriate administrative official to discuss the involuntary transfer and may be accompanied at the meeting by an Association representative.

- 9:7.4 Employees will not be involuntarily transferred to other than existing vacancies in their classification except as legal requirements dictate provided that such involuntary transfers are within the same classification.
- 9:7.5 Where transfers are deemed necessary, and such transfers are involuntary and not for cause, the least senior employee in the affected classification will be transferred unless the sending or receiving schools' or offices' operational needs require a particular employee's experience and qualifications or where it is necessary to satisfy the requirements of law, court order, or affirmative action programs. However, no employee will be involuntarily transferred to any position that reduces his/her work hours or work year or salary or to a position outside of his/her classification without the consent of the employee.
- 9:7.6 An involuntarily transferred employee shall be given the option to return to the original building and/or department when a vacancy occurs if he/she requests in writing within ten (10) calendar days of being involuntarily transferred providing the involuntary transfer was due to a reduction in positions.

ARTICLE 10
HOLIDAYS

10:1 The following are holidays with pay for secretarial/clerical employees:

Independence Day
Labor Day
General Election Day*
Veteran's Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Eve or Day after Christmas or day before Christmas Eve
Christmas Day
New Year's Eve or Day after New Year's Day or day before New Year's Eve
New Year's Day
Martin Luther King's Birthday
Presidents' 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 calendar committee, which will have a CSA representative.

When any holiday falls on a Saturday or Sunday, the holiday shall be recognized on the day mutually agreed upon by the calendar committee.

If schools are scheduled to be in session on any of the dates in section 10:1 (except for Veteran's Day) an alternate Holiday shall be scheduled by mutual agreement.

10:2 Holidays set forth in 10:1 will follow the approved school calendar each year and will fall on days designated by the administration with consultation from the Association; however, there shall be no fewer than fourteen (14) holidays for each fiscal year.

10:3 Any employee who is required to work on any of the holidays listed in 10:1 shall be paid double time for the hours worked.

ARTICLE 11
VACATIONS

11:1 Twelve-month secretarial employees are to be granted vacations with pay as follows:

- (a) For employment less than one (1) year: one (1) day per month up to ten (10) days.
- (b) For employment from one (1) year through eight (8) years: sixteen (16) days.
- (c) For employment of nine (9) years: seventeen (17) days;
- (d) For employment of ten (10) years: eighteen (18) days;
- (e) For employment of eleven (11) years: nineteen (19) days;
- (f) For employment of twelve (12) years: twenty (20) days;
- (g) For employment of thirteen (13) years: twenty-one (21) days;
- (h) For employment of fourteen (14) years: twenty-two (22) days;
- (i) For employment of fifteen (15) years: twenty-three (23) days;
- (j) For employment of twenty (20) years: twenty-four (24) days.

11:2 Vacations are credited at the beginning of the fiscal year for which they are used. If an employee leaves employment before the expiration of the fiscal year for which the days are earned the allotment for the year shall be prorated and any days taken and not yet earned shall be deducted from the final paycheck.

11:3 Vacation time up to a maximum of forty-two (42) days may be carried over in accordance with State of Delaware laws.

11:4 CHOICE OF VACATION PERIODS

All vacation requests shall require the employer's approval and may be put off to a time consistent with operational needs. In general, vacations will be granted at the time requested by the employee unless operational considerations require delay to a future time. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, or in the event of any conflict over vacation periods, the appropriate administrator will attempt to resolve the matter between the parties. Absent mutual agreement the employee with the earliest submitted request shall be given his/her choice of vacation period provided operational considerations do not require delay to a future time.

11:5 VACATION PAY

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job.

11:6 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/her supervisor of such situation within twenty-four (24) hours of his/her knowledge of the projected change and mutual agreement shall be reached by the employer and employee as to the amount of the financial loss prior to the change occurring.

11:7 VACATION RIGHTS IN CASE OF SEPARATION

Any employee who is retired or separated from the service of the employer for any reason prior to taking his/her vacation shall be compensated at the time of separation for any accumulated unused vacation.

11:8 Employees will have electronic access to a record of accumulated annual leave time.

ARTICLE 12
LEAVES OF ABSENCE

12:1 SICK LEAVE

12:1.1 Leaves of absence, including sick leave and absences for other reasons, shall be according to current Delaware State Law. For the information of employees a summary of State Law is placed at the end of this Agreement in Appendix B.

12:1.2 In accordance with State Law, allowable sick leave for subsequent employment is to be available at the start of the school year. Adjustments for employees who terminate services prior to the end of the school year will be made in their final paycheck. Adjustments will be prorated based on sick leave being earned at the rate of one (1) day per month of service to the District in accordance with State Law.

12:1.3 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. The certificate requirement will be reviewed each six months following such notification.

12:1.4 It is the employee's responsibility to report his/her inability to be on duty in the manner prescribed by his/her administrative officer.

12:1.5 Personal Days - 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.

12:1.6 DONATED LEAVE PROGRAM - A donated leave policy has been developed to assist employees who have used all sick leave, personal leave, and at least half of annual leave, if applicable, as a result of a catastrophic illness or injury of the employee or his/her immediate family.

12:2 LEAVES OF ABSENCE

12:2.1 Maternity and military leaves 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 B.

12:2.2 Leaves of absence not covered by State Law may be granted by the Board of Education for the following reasons:

- (a) Illness of the employee;
- (b) For the purpose of caring for a critically ill member of the employee's immediate family;
- (c) Adoption of an infant up to four years old;
- (d) Service as a staff member of the Association;
- (e) For the purpose of child care or child rearing;

- (f) Educational leave; and
- (g) Other

- 12:2.3 The Board of Education shall grant a leave of absence to any employee elected as an officer in the local, State, or National Association for the term of the office. Such leave cannot exceed four years. No more than two employees shall be granted such a leave during the same year and the leave- holder shall continue to accumulate seniority.
- 12:2.4 All leaves granted under sections 12:2.2 and 12:2.3 will be on the basis of an agreement between the Board and the individual employee.
- 12:2.5 All leaves granted under Sections 12:2.1, 12:2.2, and 12:2.3 shall be without pay and without credit for experience toward salary computation or pension eligibility or compensation. However, employees shall retain all seniority rights earned prior to such leave upon their return to employment.
- 12:2.6 At the end of an extended leave the employee shall be assigned to the same or a similar position to the one from which leave was granted.
- 12:2.7 Employees on 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.
- 12:2.8 The employee on extended leave shall notify the District Human Resources Department by certified mail, return receipt requested, one month prior to the expiration of the leave of his/her intention to return. For a leave from which the employee would return to employment at the beginning of a fiscal year notification must be by April 1. Failure to provide notification prior to the deadline of intention to return from leave will serve to convert the leave to a resignation.
- 12:2.9 FAMILY AND MEDICAL LEAVE - Some of the types of leaves of absence mentioned in this section may qualify as a Family and Medical Leave. All requests for a leave of absence will be reviewed for qualification under the Family and Medical Leave Act of 1993. The employer will designate the leave as FMLA and notify the employee in writing.
- 12:3 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 is related 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; or
 - (b) the legal proceeding involved a matter of public interest as distinguished from a private grievance and the appearance of the employee as a witness in said proceeding may properly be considered to be the discharge of a civic responsibility.

12:4

JURY DUTY - In accordance with State Board of Education regulation, any secretary who is called for jury duty during his/her working day shall receive his/her regular pay for the time spent on jury duty. Employees may keep the payment received from the court for jury duty.

ARTICLE 13
HOURS OF WORK AND PREMIUM RATES

13:1 The employer shall establish hours of work for employees. Consistent with State guidelines, the normal workweek for full-time employees will be thirty seven and one-half (37 1/2) hours, exclusive of unpaid lunch, except as overtime is required to carry out the mission of the employer.

13:2 WORK WEEK

The normal workweek 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 Association before it is implemented;
- (b) an employee shall not be compelled to work on a Sunday;
- (c) the alternate work schedules shall not be utilized to diminish Saturday and Sunday overtime for employees assigned to the Monday through Friday schedule who normally service community groups on such Saturdays and Sundays; and
- (d) the development of a variable schedule shall not increase the workload of employees on the regular Monday through Friday schedule.

13:3 WORK DAY

Consistent with State guidelines, the work day will be seven and one-half (7 1/2) continuous hours of work exclusive of a minimum one-half (1/2) hour duty-free lunch and shall fall between the hours of 6:30 A.M. and 5:30 P.M. The employer may establish positions that do not have continuous hours and/or fall outside the designated time frame provided the positions are filled by new hires and/or current employees who voluntarily accept the assignment.

13:3.1 All full-time employees shall be provided with two fifteen-(15) minute rest periods for each full-time shift. Part-time employees working at least four (4) hours will be provided with one fifteen-(15) minute rest period. The rest periods will be scheduled by the immediate supervisor and normally shall fall in the middle of each half shift or as near thereto as possible. Employees may combine their rest periods to allow for a one-hour duty free lunch period with administrative approval.

13:4 OVERTIME

13:4.1 Overtime work assignments shall be determined at the discretion of the employer.

- 13:4.2 Positions that will require overtime on a regular basis shall be identified on postings and made clear to new hires. Employees who are required by their supervisors to work beyond forty (40) hours in any week will be paid one and one-half time for any hours in excess of forty (40). Any absences during the week for sick leave, holidays, vacations, etc. will not be used in reaching the forty (40) hours for calculation of when overtime pay/compensation time begins.
- 13:4.3 Employees shall not be required to work overtime without a minimum of twenty-four (24) hours notice except in unforeseen circumstances which would necessitate such overtime. The burden of proof for such circumstances shall be the responsibility of the District. Failure to establish such proof shall result in employees receiving double time for the overtime period.
- 13:4.4 Payment for overtime will normally be made within the second payroll following the pay period in which the work was performed provided the time was reported by the employee in accordance with District procedure.
- 13:4.5 Funding as approved by the District for overtime needs shall be made available to schools and offices to be used when overtime is essential to meet the needs of the District.
- 13:5 The employer reserves the right to reasonably modify starting and quitting times of employees. If such a change is permanent the employee involved will be notified at least ten (10) calendar days in advance of such change. If the change is not permanent the employer will normally notify the employee involved at least seventy-two (72) hours in advance of such exchange except in unforeseen circumstances.
- 13:6 **WORK YEAR**
- The work year for twelve-month secretaries shall be 261 days (leap year may/may not add a day) including vacation days and holidays depending on the work year calendar.

ARTICLE 14
PERSONNEL RECORDS

- 14:1 Employees' personnel files will be maintained at the Human Resources Department . Appraisal or derogatory material which is not contained in the employee's official personnel file may not be used in a proceeding against the employee.
- 14:2 Employees shall also have the right, upon reasonable request, to be given an appointment to review the contents of the District personnel file pertaining to them, except for material considered to be confidential. Confidential materials shall be defined as placement papers, transcripts, references, interview records, and similar materials gathered in connection with the employee's application for a position in the District.
- 14:3 The personnel file shall not be taken from the office by the employee and shall be examined in the presence of the Human Resources Department Administrator or designee. The employee may have an Association representative present during such review. Employees may receive copies without charge of up to ten (10) pages of non-confidential documents filed in the personnel file.
- 14:4 Any material regarding an employee's performance which an employee either has not signed or been given the opportunity to sign shall not be placed in the employee's file or utilized in any proceeding against the employee.
- 14:5 Should an employee refuse to sign such material, a representative of the District and a representative of the Association shall sign as a witness to the fact and the material shall be placed in the file, the absence of the employee's signature notwithstanding.
- 14:6 The employee shall have the right to answer any material filed within ten (10) days of receipt of the material and the answer shall be attached to the file copy.
- 14:7 An employee may request in writing to the Human Resources Department that material he/she deems unfavorable contained in his/her personnel file be removed. If the request is approved, such documents and all directly related documents shall be removed. The employee shall be advised in writing of the disposition of his/her request.
- 14:8 Anyone who reviews the District file on an employee, other than employees of the Human Resources Department, shall do so in a manner prescribed by administrative regulation. An individual authorized by such regulations to review the file shall indicate such action by affixing his/her name and date of such review.
- 14:9 Copies of commendations issued to employees by the Board or administrative personnel shall be placed in the District's employee file at the request of the employee. Employees may request additional items of recognition be placed in their personnel file at the discretion of the District.

ARTICLE 15
GRIEVANCE PROCEDURE

15:1 DEFINITIONS

15:1.1 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 Association 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 Association by such documents.

15:1.2 A grievant is the employee, employees, or Association who files a grievance as provided for under this Agreement.

15:1.3 A class grievance is a grievance filed by the Association which asserts an affect on a group or class of employees. Any such grievance shall contain sufficient information to clearly identify the aggrieved employees.

15:1.4 Days as used in this Article shall refer to employee workdays.

15:2 PURPOSE - The purpose of this procedure is to provide an alternative to existing means of resolving concerns over matters specified in this Agreement which affect employees of the District. Both parties agree that these proceedings, if utilized, will be kept confidential except that the Board will provide the Association with copies of all grievances and written decisions at each level.

15:3.1 No grievance may be changed after its formal presentation. However, the grievance may be amended with respect to cited contract items following the decisions rendered at Level One of the grievance procedure and shall be considered timely filed if resubmitted at Level One within ten days of the initial response.

15:3.2 All grievances should be processed as rapidly as possible; the number of days indicated at each level will be considered a maximum and every effort will be made at each level to expedite the process. The time limit specified may, however, be extended by mutual written agreement.

15:3.3 Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall constitute authority for the grievant to proceed to the next level. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

- 15:3.4 If a grievance is a class grievance or concerns rights of the Association, the grievance shall commence at a level appropriate to the occasion giving rise to the grievance.
- 15:4 LINE OF GRIEVANCE
- 15:4.1 The line of grievance which an employee shall follow in processing a written grievance is:
- (a) Building principal or immediate supervisor;
 - (b) Immediate supervisor of the administrator in (a);
 - (c) Superintendent or designee.
- 15:5 SPECIFIC PROCEDURE
- 15:5.1 The grievant is encouraged to meet with his/her immediate supervisor or applicable District Office personnel with the objective of resolving the matter informally.
- 15:5.2 Level I - The grievant shall set forth his/her grievance in writing as provided in Section 15:4 within fifteen (15) days from the date the employee was aggrieved or should have reasonably known of the grievance. Within ten (10) days of receipt of the written grievance the principal or other immediate supervisor shall hold a hearing if no informal discussion has taken place. A decision in writing stating the reason for the decision will be rendered to the grievant within five (5) days of the hearing or within ten (10) days of receipt of the grievance at Level I if no hearing is conducted.
- 15:5.3 Level II - The grievant, not later than five (5) days after being notified that the decision has been rendered, may appeal the decision to the immediate supervisor of the administrator in Level I. The basis for the employee's continued dissatisfaction shall be delineated. The immediate supervisor of the administrator in Level I may hold an informal grievance hearing within five (5) days after receiving the grievance. A decision in writing will be rendered to the grievant within five (5) days of the hearing or within ten (10) days of receipt of the grievance at Level II if no hearing is conducted.
- 15:5.4 Level III - If the grievant is not satisfied with the disposition of the grievance at Level II he/she may, within five (5) days after being notified that the decision has been rendered, appeal the decision to the Superintendent or designee. The basis for the employee's continued dissatisfaction shall be delineated. The Superintendent or designee shall hold an informal grievance hearing within five (5) days after receiving the grievance. The Superintendent or designee shall communicate the decision in writing to the grievant within five (5) days after the date of the hearing.

15:6 Level IV - Submission to Arbitration - The decision of the Superintendent or designee shall finally determine the matter unless the grievance pertains to a violation of this Agreement and the Association within ten (10) days of the Superintendent's decision advises the Superintendent of its desire to proceed to arbitration. The Association shall submit a demand for arbitration to the Public Employment Relations Board . The request shall state in reasonable detail the nature of the grievance and the remedy requested. The parties shall then be bound by the procedures of the Public Employment Relations Board in the selection of an arbitrator. The Association shall represent the grievant at the arbitration level.

15:7 REDIRECTING PRINCIPLES

No claim by an employee or the Association shall constitute an arbitral 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 and/or this Agreement;
- (b) Any rule or regulation of the State Department of Education;
- (c) Any matter which according to law is either beyond the scope of Board authority or which is illegal for the Board to delegate;
- (d) Dismissal or discharge of a probationary employee;
- (e) Safety.

Items (a) through (e) above, although not arbitral, shall be appealable through the grievance procedure to the Board. If the grievance procedure is used an item must be appealed to the Board within fifteen (15) days of the Superintendent's decision 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 forty-five (45) days of the date of the appeal to the Board.

15:8 ARBITRATION PROCEDURE

15:8.1 The Public Employment Relations Board shall administer arbitrations pursuant to regulations adopted by the Public Employment Relations Board. The decision of the arbitrator shall be binding, pursuant to 14 Delaware Code § 4013

15:8.2 The arbitrator, in the written opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. The opinion must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

15:9 COSTS OF ARBITRATION

15:9.1 The costs for the services of the arbitrator in determining whether a grievance is subject to arbitration, including per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be borne by the losing party. The costs for the services of the arbitrator incurred in deciding the merits of a grievance, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

15:10 MISCELLANEOUS

- 15:10.1 Commencing with Level I of the grievance procedure the grievant may be accompanied by a representative of his/her own choosing.
- 15:10.2 If the grievant does not choose to be accompanied and represented by an Association grievance representative the Association shall have the right to be present and to state its views at all levels of the grievance procedure.
- 15:10.3 If the employee elects to be represented he/she must still be present at any level of the grievance procedure where his/her grievance is to be discussed except that he/she need not be present where it is mutually agreed that no facts are in grievance and when the sole question is the interpretation of this Agreement.
- 15:10.4 Where grievance proceedings are mutually scheduled by the parties during work time, persons proper to be present shall suffer no loss of pay. In the event that a dispute arises as to whether it is proper that a person be present at the grievance such dispute shall be subject to resolution through the grievance procedure.
- 15:10.5 No documents, communications, and records which are developed in connection with the processing of a grievance shall be filed in the District's file pertaining to the employee.
- 15:10.6 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the District until such grievance and any effect thereof have been fully determined.
- 15:10.7 A form for filing grievances shall be prepared jointly by the Association and the Administration, reproduced by the Administration, and distributed to the Association so as to facilitate operation of the grievance procedure. Such form shall be attached as Appendix C of this Agreement. The appropriate form shall be used for filing a grievance at each level of the procedure.
- 15:10.8 Hearings at any level of the grievance procedure may be waived by mutual agreement of the parties.
- 15:10.9 Should a grievance arise over the arbitrability of an issue, the arbitrator appointed under the procedures set forth herein shall rule upon the question prior to hearing the merits of the grievance in question. The arbitrator shall then proceed to hear the grievance on its merits or schedule a subsequent hearing if requested by either party.

ARTICLE 16
NO STRIKE - NO LOCKOUT PROVISION

- 16:1 Both parties recognize the desirability of continuous and uninterrupted operation during the year and the avoidance of grievances which threaten to interfere with such operation. Since the parties have established a comprehensive grievance procedure under which unresolved grievances may be settled, the parties have removed the basic cause of work interruptions during the period of this Agreement.
- 16:1.1 The Association 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 or any other concerted disruption of normal School District activities as a result of grievances over interpretation of this Agreement or any other matter over which the Board has jurisdiction.
- 16:1.2 The District agrees that during the period of this Agreement it will not, nor will any person acting on its behalf, overtly cause, authorize, or support an offensive lockout of any employee covered by this Agreement as a result of a labor grievance between the District and the employees covered by this Agreement

ARTICLE 17
LIAISON COMMITTEE

- 17:1 A Liaison Committee composed of up to five (5) representatives named by the Association and up to five (5) administrators named by the Superintendent will meet, normally on a monthly basis if requested by either party, to discuss implementation and interpretation of this Agreement and other issues of mutual concern.
- 17:2 An issue(s) originating in a building shall be discussed with the appropriate administrator by the employee or an Association representative before the issue(s) is discussed by the Liaison Committee.
- 17:3 The Liaison Committee shall not consider matters which are more properly subjects for the grievance procedure as outlined in Article 15.

ARTICLE 18
SALARIES AND EMPLOYEE BENEFITS

18:1 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 schedules set forth in Appendix A which is attached hereto and made a part hereof.

18:1.1 Salary Deductions

The Board shall provide payroll deductions for, but not limited to:

Unified membership dues
Tax Sheltered Annuities
United Way
State group life insurance
Savings bonds
State Flexible Spending Account

18:2 DIRECT DEPOSIT - Employees hired prior 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 the procedures established by the State.

18:3 The Board shall deposit paycheck amounts or make checks available to employees on the day designated by the State or within twenty-four (24) hours of receipt by the District, whichever is later.

18:4 All increases in State salary schedules and schooling supplements, State bonuses, and State cost-of-living adjustments shall be passed on to all employees unless contrary to law.

18:5 FRINGE BENEFITS

18:5.1 Employees working thirty (30) or more hours per week shall receive the following contribution per month above the State contribution toward medical insurance coverage, provided they use such money for coverage. The District will pay the State portion of medical insurance coverage for those full-time employees (30 or more hours) who do not qualify for such.

Parity with teachers

18:5.2 Employees working thirty (30) or more hours per week shall receive the following stipend toward the purchase of benefits:

Parity with teachers

- 18:5.3 The stipend in Section 18:5.2 may be used toward the purchase of the following benefits:
- Life Insurance
 - Dental Care
 - Long-term Disability Insurance
 - Medical Insurance Coverage
 - Vision Care
- 18:5.4 Employees who work twenty (20) hours per week or more, but less than thirty (30) hours per week, will receive one-half of the Board premium set forth in Section 18:5.1 for use toward medical insurance coverage and one-half of the Board stipend in Section 18:5.2 for use for other benefits.
- 18:5.5 Employees who work ten (10) hours per week or more, but less than twenty (20) hours per week, will receive one-fourth of the Board premium set forth in Section 18:5.1 for use toward medical insurance coverage and one-fourth of the Board stipend in Section 18:5.2 for use for other benefits.
- 18:6 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 arrangements to those set forth herein will be by mutual agreement of the Board and the employee.
- 18:7 Where in-service workshops or conferences occur beyond the normal in-school work day (as defined in Article 13) an employee's participation shall normally be voluntary. An employee required to participate in the activity shall be offered compensation at no lower than the State rate or, at the employee's option, in-service credit if available.
- 18:8 LONGEVITY - The salary schedule will be increased by \$1000 after 20 years of credible service with the District.

18:9 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 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.

18:10 A Joint Committee of the Association and Board shall review appeals of denials under 18:9.

18:11 Employees who work in the city of Wilmington and are required to pay the city of Wilmington wage tax 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 fiscal 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

18:12 Contract Reopener
If during the term of this agreement the voters in the District approve an increase in the tax rate to fund current operating expenses, and the increase in the tax rate takes effect during the term of this agreement, the parties shall reopen negotiations on salaries and benefits.

ARTICLE 19
MISCELLANEOUS

19:1 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 this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement provided that in the event both parties agree to reopen negotiations on any issue, any (resultant) modification to this Agreement shall be effected only by an instrument in writing duly executed and approved by both parties.

19:2 Nothing in this Agreement which changes existing Board policy, rules, or regulations shall operate retroactively unless expressly so stated.

19:3 Notices under this Agreement shall be given by either party to the other by telegram, certified letter, or personal transmittal and written acknowledgment as follows:


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

To the Association at: 4135 Ogletown-Stanton Road
Newark, DE

ARTICLE 20
DURATION OF AGREEMENT

- 20:1 This Agreement shall be in effect as of July 1, 2019 and shall continue in effect until June 30, 2022 subject to the Association's right to bargain over a successor agreement.
- 20:2 This Agreement shall be binding on the parties, their successors and assigns for the duration of the Agreement in accordance with Chapter 40, Title 14 of the Delaware Code unless specifically prohibited by law. Bargaining over a successor agreement shall begin no later than February 15, 2022, upon request of either of the parties.
- 20:3 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.
- 20:4 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 (60) days prior to the date said party desires termination of the Agreement. Sixty (60) 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.

8/13/2019


Christina School District
President, Board of Education

8.26.19


Christina Secretaries Association

APPENDIX A

If during the term of this agreement, the voters in the District approve an increase in the tax rate to fund current operating expenses, and the increase in the tax rate takes effect during the term of this agreement, the parties shall reopen negotiations on salaries and benefits.

Christina School District						
Secretarial/Clerical Salary Tables						
July 1, 2019 - June 30, 2022						
Step	Secretary	Secretary II	Senior Secretary	Financial Secretary	Administrative Secretary	Executive Secretary
1	8197	9090	9763	10389	11147	11907
2	8622	9570	10279	10942	11748	12558
3	9045	10046	10795	11494	12348	13202
4	9468	10521	11317	12048	12950	13850
5	9893	11002	11831	12603	13548	14489
6	10312	11478	12348	13156	14149	15143
7	10740	11952	12864	13711	14749	15789
8	11160	12432	13384	14263	15350	16433
9	11584	12910	13902	14815	15949	17082
10	12008	13389	14418	15370	16549	17731
11	12432	13868	14932	15919	17149	18377
12	12858	14345	15452	16475	17750	19028
13	13278	14818	15968	17030	18351	19672
14	13704	15299	16485	17584	18949	20316
15	14129	15775	17000	18132	19549	20965
16	14554	16254	17521	18692	20152	21610
17	14973	16730	18042	19241	20752	22258
18	15729	17582	18959	20228	21819	23410
19	15729	17582	18959	20228	21819	23410
20	15729	17582	18959	20228	21819	23410
21	16729	18582	19959	21228	22819	24410
22	16729	18582	19959	21228	22819	24410
23	16729	18582	19959	21228	22819	24410
24	16729	18582	19959	21228	22819	24410
25	16729	18582	19959	21228	22819	24410
	Bachelor's Degree:		\$1,320			
	Certified Secretary:		\$991			
	Senior Secretary Certification:		\$662			
	Longevity Pay:		Beginning on Step 21 \$1000 is included in the local pay rates above			

Please note: The salary range for Program Assistants are part of the Specialist II - Specialist V Salary Table and can be found at:

<https://www.christinak12.org/ourpages/auto/2012/6/27/51310670/Specialist-II-V-FY2019.pdf>

APPENDIX B

LEAVES OF ABSENCE

MATERNITY LEAVE

In accordance with rules and regulations of the Federal Register, Vol. 37, No. 66, dated Wednesday, April 5, 1972, and with the instructions of the Attorney General in an opinion of August 17, 1972, the State Board of Education has approved the following rules and regulations as being in effect until the Delaware maternity leave law is amended to conform with the Federal law:

- A. Illnesses and temporary disabilities associated with pregnancy shall be treated as any other illness and shall be subject to the provision of Delaware Code, Title 14, Ss.1318, entitled Sick Leave and Absences for Other Reasons, except for the following provisions necessitated by reasons of "business necessity" or optionally granted provisions for the additional benefit of the employee, said exceptions reflecting the practicalities of the situation.
- B. An employee who is ill because of pregnancy may be absent and remain on the payroll under the provisions of Ss.1318 for any number of days to which the employee has earned entitlement under the provisions of the section, except as otherwise herein provided.
- C. Prior to the expected delivery of a child, absence with pay will be recognized in accordance with Ss. 1318, Ss. 1319, entitled, Records of Absence; Proof, and Ss. 1320, entitled, Deduction for Unexcused Absence, as these sections may be applicable.
- D. Beginning with the day on which the child is born to any employee, that employee may continue to be absent from employment and remain on the payroll to the extent of earned entitlement under Ss.1318 for each working day in a period of twenty (20) calendar days.

Any employee who is absent for any illness during all of the working days in a period of twenty (20) calendar days may remain on the payroll for that period, but if then unable to return to work assignment, said employee shall present a report concerning the condition of illness.

The employee may extend the number of days of absence with pay beyond that defined above upon certification of illness by an attending physician and subject to earned eligibility for sick-leave time.

- E. An employee who is absent on account of pregnancy or other temporarily disabling illness but who has not earned or who does not have a sufficient reserve of earned sick leave days under Ss.1318, may be absent in accordance with provisions in Paragraphs (C) and (D) above, without any jeopardy to employment status but without pay for the period of time after exhaustion of earned sick leave, if any.

- F. An employee who is absent in accordance with the provisions of Paragraphs (C), (D), or (E) above, on account of pregnancy or after the delivery of a child, may request and shall be granted additional days of absence, without pay, in accordance with the provisions of Paragraphs (G), (H), (I), and (J) of this section without any showing of illness regarding the additional days. An employee who is absent in accordance with provisions of Paragraphs (D) and (E) on account of other temporarily disabling illness shall present a physician's certification as documentation in support of the request.
- G. As a condition for the granting of such additional leave, the employee shall indicate to the Board of Education of the school district that said employee will, at the completion of the leave and on such date as is determined in agreement with the Board, return to regular employment in the district or resign from the position held, thus authorizing the Board to employ a regular, full-time person.
- H. The maximum additional days of leave requested by and granted to an employee may be for the remainder of any semester during which the illness occurs and the next succeeding semester of that or the subsequent school term. In the event that a classroom teacher requests additional days of leave without pay for a period shorter than that referred to above, the Board of Education of the school district may require that the teacher remain absent from school until some appropriate and regularly scheduled change in the school schedule, such as the end of a semester or a marking period.
- I. At the end of any leave as herein described, the professional employee shall be accepted into full-time employment by the leave-granting Board and assigned to the same or a similar position to the one from which leave was granted. In no case may assignment be made so as to invalidate a professional employee's certification status or to bring about a demotion in position or salary for the employee.
- J. The period of absence granted under these provisions shall be applicable to the determination of experience, salary, or pension eligibility and the computation of pension eligibility time in the same manner as any other absence under Delaware Code, Title 14, Ss.1318. No State funds shall be used for any payment of salaries to persons absent under the provisions of these sections, except as provided for in Delaware Code, Title 14, Ss.1318, and Ss.1319, and Ss.1320. (State Board of Education regulation, September 21, 1972.)

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 entered 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/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/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. 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 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, 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 holy days 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.

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/she was unable to perform his/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.

APPENDIX C

CHRISTINA SCHOOL DISTRICT
SECRETARIAL GRIEVANCE FORM
LEVEL I

(Must be submitted within fifteen (15) days of alleged violation)

Grievant: _____ Date of alleged Violation: _____ Building: _____

Contract Article and Section violated: _____ or Board Policy Section violated: _____
Description of grievance/statement of adverse effect caused by this alleged violation:

Remedy Sought: _____

Grievant's signature: _____ Date: _____

* * * * *

Date Received: _____ Administrator/Designee's Signature _____

Date & Time of Hearing, if any: _____

Principal/Supervisor's Decision:

Principal/Supervisor's Signature: _____ Date: _____

GRIEVANCE APPEAL - LEVEL II

(Must be submitted within five (5) days of date of previous decision)

Level I decision is appealed for the following reason: _____

Grievant's signature: _____ Date: _____

* * * * *

Date Received: _____ Administrator/Designee's Signature: _____

Date & Time of Hearing: _____

Administrator's Decision: _____

Administrator's signature: _____ Date: _____

GRIEVANCE APPEAL - LEVEL III

(Must be submitted within five (5) days of date of previous decision)

Level II decision is appealed for the following reason: _____

Grievant's Signature _____ Date: _____

* * * * *

Date Received: _____ Administrator/Designee's Signature: _____

Date & Time of Hearing: _____

Administrator's Decision: _____

Administrator's signature: _____ Date: _____

APPENDIX D

CHRISTINA SCHOOL DISTRICT Secretarial/Clerical Performance Report

_____ probationary
 _____ annual
 _____ separation
 _____ special

NAME (last) _____ (first) _____ (initial) _____ DATE OF REPORT _____

TITLE: _____ WORK LOCATION: _____

Description/Areas of Responsibility: _____

RATING AND COMMENTS

FACTORS

Check the one item that best describes the employee's performance. Every area marked "Needs Improvement" or "Unsatisfactory" must have comments.

Exemplary
More than meets job requirements.

Effective
Consistently meets job requirements

Needs Improvement
Needs to improve in job performance

Unsatisfactory
Does not meet job requirements

1. JOB KNOWLEDGE

Exemplary _____

Effective _____

Needs Improvement _____

Unsatisfactory _____

After explanation/discussion, has knowledge of job expectations and responsibilities.

Comments: _____

2. QUALITY OF WORK

Exemplary _____

Effective _____

Needs Improvement _____

Unsatisfactory _____

Accuracy, skill, neatness, competence, thoroughness.

Comments: _____

3. WORK HABITS

Exemplary _____

Effective _____

Needs Improvement _____

Unsatisfactory _____

Organization of work, time management, care of equipment, safety, consideration, and conscientiousness.

Comments: _____

4. COOPERATION

Exemplary _____

Effective _____

Needs Improvement _____

Unsatisfactory _____

Works cooperatively with staff, teamwork, relationship with fellow employees, attitude toward job.

Comments: _____

5. INITIATIVE	Exemplary	Effective	Needs Improvement	Unsatisfactory
Starts task without specific directions, shares ideas, seeks professional growth.	_____	_____	_____	_____
Comments:				

6. ADAPTABILITY	Exemplary	Effective	Needs Improvement	Unsatisfactory
Adjusts to new and different assignments and changing conditions	_____	_____	_____	_____
Comments:				

7. PRODUCTIVITY	Exemplary	Effective	Needs Improvement	Unsatisfactory
Accomplishes multiple tasks within acceptable time frame.	_____	_____	_____	_____
Comments:				

8. DEPENDABILITY	Exemplary	Effective	Needs Improvement	Unsatisfactory
Completes tasks, has good attendance, takes responsibility.	_____	_____	_____	_____
Comments:				

9. PUBLIC RELATIONS	Exemplary	Effective	Needs Improvement	Unsatisfactory
Telephone techniques, oral communications, friendly, professional image.	_____	_____	_____	_____
Comments:				

10. SUPERVISORY	Exemplary	Effective	Needs Improvement	Unsatisfactory
Skill in training, planning and directing work; delegates tasks appropriately.	_____	_____	_____	_____
Comments:				

SUMMARY (additional commendations/recommendations)

OVERALL RATING

Exemplary

Effective

Needs Improvement

Unsatisfactory

Employee comments on evaluation
(Optional)

I acknowledge this report has been reviewed with me

Employee's Signature (Does not necessarily indicate agreement with job review)

Date

Signature of Evaluator

Title

Date

If a secretary does not agree with the evaluation she/he has ten (10) working days to prepare a written rebuttal. The rebuttal will be attached to the evaluation before it is submitted to the appropriate office for filing.

APPENDIX E

The District and the Association recognize the importance of job descriptions to define qualifications and expectations. The parties agree to continue their efforts to collaboratively develop job descriptions for bargaining unit positions.