

A G R E E M E N T

BETWEEN THE

**RED CLAY CONSOLIDATED SCHOOL DISTRICT
BOARD OF EDUCATION**

AND THE

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO
LOCAL 218 OF COUNCIL 81**

July 1, 2017 through June 30, 2020

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PREAMBLE

This Agreement is entered into this 1st day of July, 2017 by and between the Board of Education of the Red Clay Consolidated School District, hereinafter called the "Board," and the Delaware Public Employees Council 81 and its affiliated Local No. 218 of the American Federation of State, County, Municipal Employees, AFL-CIO, County of New Castle and State of Delaware, hereinafter referred to as the "Union."

ARTICLE 1 PURPOSE

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: To this end an Employer-Employee Relations Committee, which shall handle all safety matters, is herewith created.

Regular meetings shall be held at least quarterly or upon request of either party. Requests shall not be denied unreasonably.

This committee shall be composed of 3 representatives named by the Union and 3 representatives named by the Superintendent.

The parties will exchange agenda one week prior to these meetings.

Discussion of items by this Committee does not extend the time limits for grievances as required in Article 4.

An issue(s) originating in a building shall be discussed with the appropriate supervisor by the employee before it is discussed by this Committee.

Minutes of the issues and conclusions reached at these meetings will be sent to the Committee members.

The Board further agrees that pursuant to and consistent with Chapter 13, Title 19 Delaware Code, it has an obligation to negotiate with the Union as the representative of employees hereinafter designated.

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 Red Clay Consolidated School District are included as custodial employees in the bargaining unit as established herein: All custodians; custodian firemen; chief custodian II's; chief custodian I's; couriers; maintenance custodians A, B, and C; which classifications succeed the job titles in the appropriate Department of Labor certification and date.
- 2:3 The term A Board, as used hereinafter, shall mean the Red Clay Consolidated School District Board of Education.
- 2:4 The term A bargaining unit, as used hereinafter, shall mean that group of employees proper to, and covered by, this Agreement.
- 2:5 The term A 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 A principal is used, it is to include the responsible administrative head of a school building.
- 2:7 Wherever the term A supervisor is used, it is to include the administrator of any work location or designee.
- 2:8 The inclusion or exclusion of a newly-formed position shall be submitted to the Department of Labor, State of Delaware for determination.
- 2:9 If during the life of this Agreement any administrative rules or regulation 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, 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 The Union and the Board shall meet promptly to renegotiate the invalidated provision(s) of this Agreement.

ARTICLE 3 UNION SECURITY

3:1 All employees in the collective bargaining unit for more than thirty (30) days who are not, who do not become, or do not remain members shall, during any such period of non-membership, pay to the Union a service fee equivalent to the dues uniformly required of its members, as a condition of employment.

3:2 Deduction of Union Dues or Service Fees
The employer agrees to deduct the monthly Union membership dues or service fees from the earned wages of each employee covered by this Agreement. Such deduction shall be made after the employee executes the appropriate written form enclosed in their new hire packet. On or before the first (1st) of each month the Union shall deliver to the District additional executed authorization forms under which Union membership dues or service fees for the current month are to be deducted. Dues or service fees deductions shall be made from the semimonthly payroll. Such deductions for Union dues or service fees 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 Local 218, not later than the tenth (10th) of the following month. The Union will notify the employer thirty (30) days prior to any change in dues or service fees.

3:3 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 collective bargaining 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 employee, employees, 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.

4:1.4 A continuing grievance is one in which the act complained of is repeated. A single occurrence, even though the effect may continue, must be filed within the time limits to be processed as a grievance.

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 workdays unless otherwise specified.

4:4 Timeliness

4:4.1 All grievances to be considered under Article 4 must be initiated in writing at Step One within ten (10) days from the time of the incident giving rise to the grievance or the time the employee or the Union should reasonably have known of the incident.

4:4.2 Claims under this Agreement, including claims for back wages, shall be valid for a period of no more than sixty (60) calendar days prior to the date the grievance was first filed in writing with the employer; however, with respect to payroll calculation errors in payroll computations, said claim may go back to the beginning of the fiscal year in which the grievance is filed.

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 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.

4:5.1 Grievance proceedings are to be scheduled by the parties during the grievant's work time whenever possible. Persons to be present shall suffer no loss of pay. In the event of a dispute whether a person is proper to be present at the grievance, such dispute shall be subject to resolution through the grievance procedure.

4:6 Specific Procedures

4:6.1 An employee having a complaint or a problem shall, together with his/her steward, discuss it orally with his/her immediate supervisor. The immediate supervisor shall respond to the employee's complaint no later than the end of the employees 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 and steward.

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 Union shall forward the grievance to the employee's immediate supervisor within the time limits established herein.

The principal or immediate supervisor shall meet with the steward together with the employee within five (5) days of receipt of the written grievance to attempt to resolve the grievance. The principal or immediate supervisor will communicate the decision in writing to the steward and the employee within ten (10) days after the close of the meeting.

4:6.4 STEP 2 – If the grievance is not satisfactorily resolved at Step One, it may be appealed to the Manager of Human Resources or designee within ten (10) days of the decision at Step One.

The Manager of Human Resources shall meet with the chief steward together with the employee within five (5) days of receipt of the written appeal to attempt to resolve the grievance. The Manager of Human

Resources or designee will communicate the decision in writing to the chief steward and through the chief steward in writing to the employee within ten (10) days after the close of the meeting.

- 4:6.5 STEP 3 – If the grievance is not satisfactorily resolved at Step Two, it may be appealed to the Superintendent or designee within ten (10) days of the decision at Step Two.

The Superintendent shall meet with a committee consisting of the President of the Union, the chief steward, a representative of Council 81 and the aggrieved employee within ten (10) 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 President of the Union and through the President of the Union 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 resolved 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 day of the decision at Step 3. The Union must file a request for arbitration with the American Arbitration Association (AAA) within 30 days of its notification to the Superintendent of intent to proceed.

- 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 Public Instruction; 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; and
- (d) dismissal of a probationary employee.

Items (a) through (d) 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 Appeals 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 AAA, 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 AAA in the Arbitration proceedings, except as this Agreement shall otherwise provide.
- 4:7.5 If the Superintendent disagrees as to the arbitrability of the dispute, the Superintendent 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

- 4:8.1 The parties may 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.
- 4:8.2 Procedure
- 4:8.3 The arbitrator selected shall confer with the representatives of the Board and the Union and hold hearings promptly and shall issue a 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 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.
- 4:8.4 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.

4:8.5 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 losing party. 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 D of this Agreement.

4:10.2 If, in the judgment of the Union, 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 It is understood that the Union shall process all appeals and receive all decisions concerning grievances. Additionally, representatives of Council 81 or AFSCME shall be permitted to participate in all grievance meetings beginning with Step One.

4:10.5 Grievances relating to suspension or discharge may be initiated at Step Two of the grievance procedure.

4:10.6 It is understood that management may be represented at all steps of the procedure by a number of personnel equal to the number appearing on behalf of the Union, including the grievant.

4:10.7 Whenever the terms Manager of Human Resources, Superintendent, or Director of Council 81 are used in this article it is understood by both parties that a designee may be named to act on behalf of such individuals.

4:10.8 The District shall provide the Union with copies of all grievances and written decisions at each step.

**ARTICLE 5
NO STRIKE PROVISION - NO LOCK OUT**

5:1 The Union agrees that during the period of this Agreement, it will not, nor will any person acting in its behalf overtly cause, authorize, or support a strike arising as a result of disputes over interpretation of this Agreement or any other matter over which the Board has jurisdiction. 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 such 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 The employer recognizes and agrees to deal with the accredited Union stewards and Union President or representatives in all matters relating to grievances and the interpretation of the Agreement.

6:4 A written list giving the names of the stewards, the chairman of the grievance committee, the President of the Union, the Executive Vice-President, Executive Secretary, Executive Treasurer, Area Vice-President, and Secretary-Treasurer of the Union shall be furnished to the employer immediately after their designation and the Union shall notify the employer promptly of any changes in such list.

6:5 Accredited representatives of the Local, State, and National Union shall be permitted to transact official Union business on school property at all reasonable times. The Union representative shall obtain approval of the principal of the building or other person in charge of the building which the representative is visiting by reporting to the official. Such access shall not be unreasonably denied.

- 6:6 Whenever members of the bargaining unit are mutually scheduled to participate in negotiations during working hours, they shall suffer no loss of pay, provided that no more than four (4) custodial personnel are 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 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 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; and
 - (c) the mail system and bulletin boards may not be unreasonably used so as to interfere with the normal business of the school.
- 6:9 The Union shall have the right to use school facilities and equipment in place by qualified operators, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof. Prior approval shall be obtained from the building principal where the equipment is located.
- 6:10 No employee shall be prevented from wearing official pins or insignias of the Union or its affiliates.
- 6:11 Whenever any employee is required to appear before the Board or an agent of the Board, i.e. Human Resources Administrator, Assistant Superintendent, Superintendent, concerning any matter which could adversely affect the continuation of that employee in his/her position or employment or the salary

or any increments pertaining to salary, then he/she shall be given written notice of the reasons for such interview 48 hours prior to the date of said hearing and shall be entitled to consult with and have a Union representative to advise and represent him/her during such meeting or interview.

6:12 No employees shall be disciplined, reprimanded or reduced in pay except for just cause. Any such action will be considered with due regard to privacy.

6:12.1 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 for infractions may be:

- Verbal Warning
- Written Warning
- Suspension for Less Than Five Days
- Five or More Days Suspension
- Termination

The extent of disciplinary action taken for serious infractions shall be commensurate with the offense. Discipline may be imposed within fifteen (15) 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.

6:12.2 Disciplinary material older than 24 months shall not be relied upon for subsequent discipline, provided that the employee has received no similar disciplinary material during that 24-month period. Such discipline material 24 months or older shall be, at the request of the employee, removed from the employee's personnel file. This provision shall not apply to arrest records involving serious matters or other material where the District is legally prohibited from removing materials. In the event an employee raises his or her disciplinary record in a grievance hearing, the District may rely on any and all discipline.

6:13 The Red Clay Consolidated School District 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 for cause their dismissal or demotion, and to promote, place, transfer, and assign all such employees; dismissal or demotion of probationary employees does not have to be for just cause; 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.

The administration will discuss relevant changes in all proposed policies, rules, regulations, and practices prior to implementation.

- 6:14 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.
- 6:15 In a bona fide emergency affecting the health, safety or welfare of the students of the District, the Board or designee may take appropriate action.
- 6:16 The Agreement will be maintained in an online format through the District Intranet. The Board shall provide the Union thirty (30) copies.

ARTICLE 7 SENIORITY, LAYOFF AND RECALL

- 7:1 The term seniority as used in this Agreement shall be calculated at the length of continuous service in a custodial position in the District. For transition purposes seniority shall be counted from the date of the employee's most recent appointment by the New Castle County School District or in the component district in which he/she was employed in 1977-78.
- 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 (20) hours or more per week but less than thirty (30) hours per week will be credited with one-half credit for the period that such a schedule was worked. Thirty (30) or more hours per week will be credited as full-time service toward seniority.
- 7:3 The Human Resources Office shall annually publish a list of all employees by

classification in seniority order. This list shall be posted in each building by January 15 of each year. Employees who wish to appeal their placement on this list must do so in writing to the Human Resources Office before February 15 of the year the list is published. A final list shall be posted by March 15 each year. An employee's failure to question prior to February 15 his/her placement on the first list posted, will preclude the assertion of incorrect placement in challenging any subsequent actions having to do with seniority. Once an appeal has been adjusted, no further appeal for the same reason will be honored.

7:4 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;
- (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 ninety (90) work days which may be extended an additional ninety (90) work days with written notification to the employee and the Union.

7:5.2 Upon satisfactory completion of the probationary period the employee's seniority shall be established as the date of hire including continuous reported time employment.

7:5.3 If there is continuous service in the district in the capacity of a reported time and such employee becomes a permanent employee without a break in service, such all employee's service as reported time shall be counted toward seniority.

7:6 Layoff

7:6.1 Permanent employees of the District as of July 1, 1978, 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. In the event of the building closings, the reduction to be made will be discussed with the Union prior to implementation. All other reductions in size of the permanent work force in existence on July 1, 1978, will, for the life of this Agreement, be by attrition. This shall not apply to any employee hired after July 1, 1978 who shall be subject to the layoff and recall procedures set forth hereafter.

7:7 If a reduction in force is necessary beyond normal attrition, the Superintendent shall determine the number 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 fourteen (14) working days prior to the effective date of the reductions.

7:8 In the event of reduction in force in any school or schools probationary, casual and temporary employees shall be terminated before permanent employees are laid off. Thereafter the employee with the least classification seniority in the affected classification (s) shall be subject to such layoff. Such employee, if his/her district seniority in the bargaining unit is greater than the district seniority of other employees in the bumping group and provided he/she is qualified to perform the work as required by this Agreement to perform the work, shall have the right to replace the employee with the least seniority in the bumping group.

7:8.1 The parties agree that for the purpose of reduction in force, the following is the hierarchical order of classifications within the bargaining unit.

(a) Group I:
Maintenance A
Maintenance B
Maintenance C
Couriers
Custodian/Maintenance

(b) Group II:
Chief I
Chief II
Custodian/Fireman
Pool Custodians
Groundskeepers
Custodians/Building

There will not be any cross bumping from one group to another group.

7:9 The provision of 7:6 shall not, as an alternative to layoff, preclude

reclassification of an employee to the next lower classification, for which he/she has sufficient seniority.

7:10 An employee exercising his/her 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/she is being transferred.

7:10.1 An employee who does not exercise his/her right to be transferred to a lower classification shall be laid off and is eligible only for recall to the classification from which he/she was laid off.

7:11 Recall

7:11.1 Employees, except as provided in Section 7:10.1 shall be recalled in seniority order according to the classification from which they were laid off and/or lower classifications.

7:12 Refusal of an employee to accept the position within five (5) days of the date of the certified notice and then to report to work within five (5) days of that decision, except in cases of emergency where extensions are granted by the Director of Personnel, will relieve the Board of further obligation to offer re-employment.

7:13 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. To remain on the recall list for a second year the employee must respond to the written notification sent to him/her by the District at the end of one year. Failure to respond to that notification in writing shall eliminate the employee from the recall list.

7:14 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 service or be a criterion for holiday, vacation, pay, or other benefits as set forth in this Agreement.

7:15 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.

7:16 Employees on Board approved leaves of absence shall be subject to the layoff provision of this article.

7:17 The parties agree that as long as there are persons on a recall list, vacancies will be filled by using the recall list for such classifications rather than the procedures in Article 8.

**ARTICLE 8
TRANSFERS AND PROMOTIONS**

8:1 Notices for permanent vacancies and temporary vacancies (vacancy that is not permanent but is expected to be vacant for a period in excess of 6 months) within the bargaining unit, except for entry level positions (custodian), shall be posted in each building in the District as such occur and a copy of each posting shall be sent to the Union President. Notices shall be posted seven (7) calendar days prior to the application deadline. No permanent appointment shall be made until after the dead line for filing applications. Entry-level employees may request to be transferred to another location. The District will provide an electronic online form for all custodial staff to complete. This is the only acceptable method for submitting a request. The request to be considered must be on file at least fifteen (15) days prior to the effective date of the vacancy and will be kept on file until the end of the fiscal year in which it is filed; if an employee is offered a transfer and refuses, he/she shall not receive any further consideration until the next fiscal year; persons who request transfers shall be selected for transfer in accordance with Section 8:3 and 8:4 of this Article. The positions will be filled, if possible from those seeking a lateral transfer and, if not possible, from those seeking promotion. If qualified employees apply then, the position would be filled in twenty (20) calendar days from the close of the application deadline.

8:2 The written notice of a vacancy shall contain:

- (a) type of vacancy;
- (b) position description;
- (c) location and shift; *(to be determined prior to interview)*
- (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.

8:2.2 All new hire positions will require a basic skills test and/or specific skills test depending on the level of the position. Applicants are required to

pass the test with at least 70% to be eligible for interviews. The District and the Union must mutually agree on the basic skills test that will be used. This could include re-evaluation of the agreed upon cut score if necessary. The interview committee may use scores on additional skill tests as a factor in the interview. Applicants whose temporary upgrade service in the position they are seeking was satisfactory for 30 consecutive days shall be credited with five (5) percentage points toward their basic skills test.

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

- (a) qualifications based upon evaluations, experience, and additional custodial or maintenance schooling;
- (b) seniority; and
- (c) other relevant factors.

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 written request of the employee.

8:5.1 An employee must normally have one year (12 months) service in the District to be eligible to apply for transfer. Any employee who is granted a transfer may not apply for another transfer within one year (12 months).

8:6 Involuntary Transfer

8:6.1 Although the Board and the Union recognize that involuntary transfer(s) of employees may be disruptive to employees, they also recognize that such transfers are sometimes necessary.

8:6.2 Notice of at least seventy-two (72) hours of a proposed involuntary transfer or reassignment shall be given to the employee involved unless unusual circumstances exist.

8:6.3 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.

8:6.4 Where permanent transfers are deemed necessary and such transfers are involuntary the employee with the least amount of seniority *in the affected classification* will be transferred except where it is necessary to satisfy the requirement of law, court order, or affirmative action programs or where 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 (60) days ninety (90) days, extendable another ninety (90) days with seventy-two (72) hours' notice, 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 Every position will require a basic skills test and/or specific skills test depending on the level of the position. Applicants are required to pass the test with at least 70% to be eligible for interviews. The District and the Union must mutually agree on the basic skills test that will be used. This could include re-evaluation of the agreed upon cut score if necessary. The interview committee may use scores on additional skill tests as a factor in the interview.

8:7.1.1 Interview committees for custodial positions within a school building will include as an active member the Building Chief. If a Building Chief or Maintenance position is being hired, an executive board member from Local 218 and/or Local Union officer will be invited to participate.

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

- (a) qualifications based upon evaluations, experience and additional custodial or maintenance schooling and testing;
- (b) seniority; and
- (c) other relevant factors including the interview.

8:7.3 When qualifications and other relevant factors are substantially equal and where the requirements of the Districts' 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 within ten (10) working days of the request.

8:7.5 Each promotion shall be subject to a probationary period of ninety (90) calendar days which may be automatically extended an additional ninety (90) days with written notification to the employee and to the Union. Should either the employee or supervisor decide that the promotion is not successful the employee shall have the right to return to the position from which he/she was promoted. The employee shall receive the rate of the classification from the first day on the job in the new classification.

8:7.5.1 Anyone receiving a promotion may not request a lateral transfer for one year.

8:7.6 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:

- (a) For employment less than one (1) year: one (1) day per month up to twelve (12) 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.
- 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
- (a) Requests for personal and vacation days should be submitted at least one (1) week in advance by employees. In emergency situations, the Administrator may grant this time without the one (1) week advance request.
 - (b) Within each work location a vacation schedule will be prepared by the appropriate supervisor no later than June 1 of each year. The request of the employee will be considered according to his/her system seniority in each work location. All vacations are subject to approval by his/her immediate supervisor who may delay or modify such requests based upon the operational needs of the District. Employees who do not request their vacation prior to March 1, as set forth above, shall be scheduled for a vacation by the employer.
 - (c) Vacation may be utilized when sick leave has expired. A physician's statement certifying the medical justification may be required.
- 9:5 Vacation time to a maximum of forty-two (42) days may be carried over in accordance with the State of Delaware laws.
- 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/her immediate 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.
- 9:7 An employee who terminates his/her employment, shall be paid for any unused vacation time in the next pay period.
- 9:8 If any 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*
Veteran's Day (as prescribed by law)
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Eve
Christmas Day
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, including a State of Emergency, 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 that year.

10:2 Holidays set forth in 10:1 will follow approved school calendar each year; however, there shall be no fewer than thirteen (13) for the fiscal year.

10:3 If schools are scheduled to be in session on any of these dates, an alternate holiday shall be scheduled by mutual agreement. In such instance the original 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 10:3 shall apply.

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

ARTICLE 11
HOURS OF WORK AND PREMIUM RATES

- 11:1 The employer shall establish hours of work based upon the need for employees. The normal work week for full-time employees will be forty (40) hours, except as overtime is required to carry out the mission of the employer. All hours worked in excess of forty (40) hours per week or eight (8) hours per day shall be at one and one-half (1 1/2) 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.
- 11:2 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 the 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 to diminish Saturday and Sunday overtime for employees assigned to the Monday through Friday schedule who normally service community groups on such Saturday's and Sunday=s.
 - (e) The development of a variable schedule shall not increase the workload of employees on the regular Monday through Friday schedule.
- 11:3 Work Day: Eight (8) continuous hours of work, including a one-half (D hour paid duty free lunch, within a twenty-four (24) hour period shall constitute a normal work day.
- 11:4 Any employee called back by the employer to work outside of his/her regularly scheduled shift shall be paid a minimum of two (2) hours at one and one-half (1½) times the employee's regular hourly rate for all hours worked except on Sunday or holidays, when such call back time shall be paid at double time, in addition to holiday pay. 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.

11:4.1 Any time there are students and/or faculty members present in a building before or after normal hours, custodians are to be on duty at the site for security and safety reasons, unless a district administrator accepts responsibility for the facility.

11:5 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 employee's hourly rate shall be proportionally 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 \$725 per year, and full-time employees regularly assigned to work on a shift which begins at 10:00 p.m. or after shall receive a differential of \$825 per year. Part-time employees whose hours begin at or after 3:00 p.m. or 11:00 p.m. shall be paid pro rata of the differential established for such shifts. The above premium pay shall be calculated in the same manner as the hourly rate mentioned above. The employee shall continue receiving the appropriate premium pay until the employee is transferred to the day shift or as expected in Section 11:5.1.

11:5.1 In the event an employee is assigned to the day shift during summer months for the convenience of the District, the employee will continue to receive the shift differential as set forth herein. In the event the employee requests and is granted a day shift assignment during the summer months, he/she shall not receive the differential for the duration of the assignment.

11:5.2 Employee(s) required to deliver fuel to building sites shall receive a premium of \$30.00 per day for each day of this duty.

11:5.3 If a building has a night lead, that individual will be paid an additional annual rate of \$450.00 plus \$25.00 for each person in excess of 3 staff beyond the night lead.

11:6 Distribution: Overtime work shall be distributed equitably to employees working within a given job site or within the same job classification if the individual is not assigned to a single building.

11:7 Overtime Work Assignment: Overtime work assignments shall be determined at the discretion of the employer consistent with the provisions of 11:6.

11:8 In consideration of the above, it is agreed by the Union that employees shall accept assigned 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 the overtime, it shall be

credited for equitable distribution as if he/she has worked the overtime. The qualified employee with the least seniority must accept the overtime assignment in the event employees with greater seniority decline. When no qualified volunteer is available for emergency overtime, it shall be assigned to the least senior qualified employee on site and, therefore, such involuntary overtime shall be assigned to qualified employees on site on inverse order of seniority.

11:8.1 In the event that an employee is absent on Friday, but scheduled for overtime on Saturday, the Chief reserves the right to reassign the overtime assignment in accordance with the procedures outlined above.

- 11:9 An employee who is required to work in a higher rated classification for at least one full day shall receive the higher rate of pay for the number of hours actually worked in such classification. In such case, overtime and call back shall be at the higher rate.
- 11:10 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 duty free rest period. The rest periods shall be scheduled at the middle of each half shift or as near thereto as possible. Employees may not leave the building during this time without permission of the appropriate supervisor.
- 11:11 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 (72) hours in advance of such change; however, in the event of an emergency the employee(s) shall report as requested without regard to the aforementioned seventy-two (72) hours notice.
- 11:12 Where administratively feasible, advance notice shall be given to the custodian in charge three (3) work days prior to any activity to be held in a school.
- 11:13 Payment for overtime will normally be made in the next payroll following the pay period in which the work was performed, providing the time was reported by the employee in accordance with district procedures. The Union shall have access to all overtime records and documents to insure prompt payment. The Employer shall provide the Union with the above information within seven (7) days from the request.

11:13.1 Employees who fail to enter overtime in the electronic payroll system within 48 hours of the assignment face disciplinary action as described in section 6:12.

- 11:14 If schools are closed due to inclement weather, all employees shall report as scheduled. If schools and offices are closed, employees shall report and will receive one (1) vacation day. Non-reports will be charged one (1) vacation day

or salary deduct. Employees who are designated to work (central snow removal crew) when a State of Emergency is declared by the Governor for New Castle County shall report and be compensated in accordance with the provisions of Articles 10.1 and 10.5. Non-reporting employees will receive a salary deduction.

11:14.1 The Red Clay Consolidated School District will comply with all State Requirements regarding State of Emergency Declaration.

- 11:15 Employees who are identified as groundskeepers and assistant groundskeepers assigned to the mobile crew shall work in the position twelve (12) months annually at the Maintenance C rate and shall be considered a part of the central snow removal team. Positions, as they occur, shall be posted district-wide.
- 11:16 Due to the additional need experienced by the high schools due to athletic competitions, a member of the current custodian staff at each of the high schools shall be designated as a groundskeeper and paid accordingly during the time of the upgrade.
- 11:17 The parties recognize that the Chief Custodian will perform certain supervisory functions of the custodial staff, including, but not limited to, providing verbal warnings, written documentation of problems, and participation in disciplinary/grievance hearings, if needed. The Chief will participate in the evaluation of the crew. (This is not intended to be an inclusive list of all Chief responsibilities.) The Union will not, in any way, interfere in the Chief's performance of any of these supervisory functions.

**ARTICLE 12
SAFETY COMMITTEE**

- 12:1 The employer and the Union shall cooperate in the enforcement of safety regulations. However, should an employee feel that serious unsafe or unhealthy situations exist, he/she shall notify his/her supervisor 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 a joint labor management team which consists of the Chief Steward and the School Facilities Administrator.
- 12:2 If the matter is not resolved as provided in Section 13:1, then it should be referred to the Delaware Safety and/or the Employer-Employee Relations Committee.

**ARTICLE 13
SALARIES AND EMPLOYEE BENEFITS**

13:1 The salaries of all employees covered by the 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.

13:1.1 A one-time \$200 allowance for work-related expenses will be provided for the life of the Agreement. Eligible employees are those who were employed at the time of Board approval of the contract, and must have completed the 90 day probationary period. Employees who are hired after the contract approval date are eligible for \$100.

Reimbursement will be processed with district-required documentation and forms, including receipts for purchases. Allowable expenses include, but are not limited to, work clothing, shoes, tools, footwear, equipment and technology. All reimbursements must be submitted to the Business Office by the expiration date of this Agreement.

13:2 The Board shall 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.

13:3 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. This article includes state salary schedules for skilled craftsperson as defined by State of Delaware Regulations.

13:3.1 Full-time employees working 30 hours per week will be eligible to receive a local supplement toward the cost of medical coverage provided by the State through participation in the State of Delaware Group Plan, up to the limits provided by the following schedules (to be determined by teacher negotiations):

Type of Coverage	Local District Stipend Per Month
Employee	57.48
Employee & Children	84.30
Employee & Spouse	88.14
Family	132.84

In the event that the total cost of coverage exceed the amount provided to an employee through the State Plan and through the local supplements provided above, such employee will have the option of paying the difference, either by using the Fringe Benefit Stipend or by payroll deduction. In no case will the District's local contribution exceed the maximum limits stated above.

- 13:3.2 In addition to the local supplement toward the cost of medical coverage, full-time employees will be provided with a Fringe Benefit Stipend comparable to teachers. This stipend may be used to pay for employee participation in any fringe benefit plan offered by the district, such as: Life Insurance, Disability Insurance, Dental Insurance, Vision Care Insurance, Blood Bank, Blue Cross/Blue Shield/HMO. In the event that the total cost of benefits selected by an employee exceeds the Fringe Benefit Stipend provided, the employee will pay the additional cost through payroll deduction. The District will obtain bid proposals relating to fringe benefit coverages. The Union will have meaningful input into the bid process. The District will keep the Union informed as to the results of such proposals. In no case, however, will the District's local contribution exceed the maximum limits stated above.
- 13:3.3 Employees who work 20 hours per week or more but less than full-time will receive one-half of the local supplement set forth in Section 14:5.1 for use toward the cost of medical coverage and one-half of the Board stipend in Section 14:5.2 for use for other benefits.
- 13:3.4 Employees who work ten hours per week or more but less than 20 hours per week will receive one-fourth of the local supplement set forth in Section 14:5.1 for use toward the cost of medical coverage and one-fourth of the Board stipend in Section 14:5.2 for use for other benefits.
- 13:3.5 The District will provide the local portions of Health Insurance contribution and the local stipend for an employee on workman's compensation. The benefits will be paid based on the maximum duration of the short-term disability benefit allowed under The State of Delaware's Disability Insurance Program. For those employees who remained in the State of Delaware's Disability Pension plan, the

benefits will be paid through the maximum duration of the disability pension preparation period.

- 13:4 Effective July 1, 2012, employees shall receive a \$250 total longevity increment beginning the 16th year of service, a \$500 total longevity increment beginning the 21st year of service, and a \$1000 total longevity increment beginning the 26th year of service.
- 13:5 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 and to add or to 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.
- 13:6 The district will reimburse for the following training, licenses that are required of any employees. The employee is responsible for providing appropriate documentation, submitting for reimbursement using established district procedures and for any late fees associated with these classes and licenses. It is the employee's responsibility to ensure that their licenses are current. Failure to maintain licenses may lead to a demotion until licenses are valid. As part of the hiring process, or as soon as practical in the case of existing employees, the employee and his/her supervisor will document what licenses, registration, or classes are required for the position. Employees will be given a reasonable period of time to comply with any new licenses, registrants, or classes are required for the position. Employees will be given a reasonable period of time to comply with any new licenses, registration or certifications.

- Master Plumber License Renewal
- Master HVACR License Renewal
- American Inspection Agency Code Class
- Middle Department Inspection Agency Code Class
- City of Wilmington, Contractor License
- City of Wilmington, Heating License
- NCC Contractor License
- Hazmat License
- Hazmat CBC
- CDL Renewal
- NEC Rumsey Code Class
- State Electric License

- 13:7 A list of Maintenance and Custodial employees will be established for after-hours emergency call-ins. The District will generally use a round robin

approach, but may modify based on trade. For building call-ins, the current round robin approach will be used. A \$50.00 incentive in addition to the contractual overtime rate will be paid to an employee who is called and responds to the emergency. An employee will be given thirty (30) minutes to respond. The \$50 payment will not apply to after hour calls for inclement weather (i.e., snow removal), or alarm calls.

- 13:8 Maintenance employees who carry a Masters License in the fields of electrical, HVAC, or plumbing; will be eligible based on job posting and need for a stipend of \$2,000.00 per year.
- 13:9 Attendance Stipend
- (a) The yearly stipend will be \$150 for full-time employees or \$75 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.
- 13:10 Employees will enter absences in the electronic attendance system within 24 hours after return to work.

ARTICLE 14 DISCRIMINATION

- 14:1 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, age, sex, sexual orientation, domicile, marital status, handicap, genetic information, veteran status, or any legally protected characteristic.
- 14:2 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.
- 14:3 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 15
MISCELLANEOUS**

15:1 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.

15:2 Nothing in this Agreement which changes existing Board policy, rules, or regulations shall operate retroactively unless expressly so stated.

15:3 Notices under this Agreement shall be given by either party to the other by telegram, certified letter, or personal transmittal and written acknowledgement as follows:

To the Board at:

Red Clay Consolidated School District
1502 Spruce Avenue
Wilmington, DE 19805

To the Union at:

AFSCME Council 81, AFL-CIO
Local 218
296 Churchman's Road
New Castle, DE 19720

15:4 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.

15:4.1 Employees who are required to carry cell phones or other communicative devices have the following options:

(a) They may use their personal cell phone for work and be reimbursed the monthly rate (which is currently \$26.21) provided that they allow the use of this cell phone number by the employer and they follow the guidelines for reimbursement.

(b) They may use a District purchased cell phone with the understanding

that it may not be used for personal calls, if it is lost or stolen the employee must pay for replacement, if it is damaged due to a personal incident the employee must pay for repair or replacement. If the cell phone is proven to be damaged due to a work situation, the District will pay for the repair/replacement.

- 15:5 In order to effectively represent employees in their respective function, telephones will be accessible to stewards. Chief Stewards will be able to use designated school faculty telephones to receive or make calls. The President shall have a telephone designated for the Union's exclusive use; however, any toll charges shall be paid by the Union.
- 15:6 For purpose of credited service under this contract, any employee hired prior to December 31 of a given year shall be considered to have a full year service as of June 30.
- 15:7 The employer shall inform all new employees of all job responsibilities, policies, and procedures prior to their hiring.
- 15:8 The parties agree to implement a Drug/Alcohol Testing Program for employees where there is testing based upon a reasonable suspicion or where there is an accident. The Association President and the District Assistant Superintendent and their advisors shall meet to discuss details of the program.
- 15:9 The district shall form a development committee to make recommendations for a training program for bargaining unit employees. This development committee will meet to develop recommendations for in-service programs and other training needs. The union will have the opportunity to name up to 3 members to this committee.
- 15:10 The district will form a committee to review the job description/position guide for Maintenance – A, B, and C. The union will have the opportunity to name up to 3 members to this committee.

ARTICLE 16
DURATION OF AGREEMENT

- 16:1 This Agreement shall be in effect as of July 1, 2017, and shall continue in effect until June 30, 2020 subject to the Union's right to bargain over a successor Agreement.
- 16:2 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.
- 16:3 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.
- 16:4 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, 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, except that in no event shall this Agreement expire prior to June 30, 2020.

For the Employer:

RED CLAY CONSOLIDATED SCHOOL



(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)

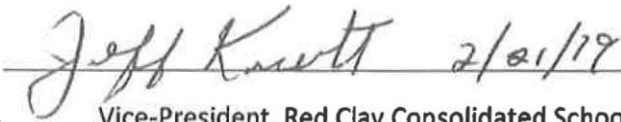


(Signed) President, Local No. 218, Council 81
Director, Council 81



(Signed)

Staff Representative, AFSCME Delaware Public Employees Council 81



(Signed)

Vice-President, Red Clay Consolidated School District

Appendix A

STEP	FY19	FY20	FY19	FY20	FY19	FY20
	1.5%	2.00%	1.5%	2.00%	1.5%	2.00%
	CUSTODIAN	CUSTODIAN	FIREMAN	FIREMAN	CHIEF 2	CHIEF 2
1	4,815	4,911	5,542	5,653	8,433	8,601
2	5,780	5,896	6,648	6,781	9,104	9,286
3	6,745	6,880	7,757	7,912	9,781	9,976
4	7,708	7,862	8,864	9,041	10,452	10,662
5	8,672	8,846	9,973	10,173	11,127	11,350
6	9,636	9,829	11,079	11,300	11,802	12,038
7	10,120	10,322	11,636	11,869	12,478	12,728
8	10,597	10,809	12,191	12,435	13,155	13,419
9	11,079	11,300	12,740	12,995	13,825	14,102
10	11,564	11,795	13,299	13,565	14,501	14,791
11	12,045	12,286	13,852	14,129	15,176	15,480
12	12,526	12,777	14,406	14,694	15,852	16,169
13	13,007	13,267	14,959	15,258	16,528	16,859
14	13,488	13,758	15,513	15,824	17,203	17,547
15	13,608	13,880	15,632	15,945	17,323	17,669

TRAINING APPLIED TO STATE SCALE

\$439 - 60 HOURS \$662 - 90 HOURS \$883 - 120 HOURS

NT SHIFT AFTER 1PM \$725

NT SHIFT AFTER 10PM \$825

NIGHT LEAD \$450

NIGHT LEAD, NIGHT SHIFT AND LONGEVITY APPLIED TO LOCAL SCALE

LONGEVITY \$250 STEP 16; ADDITIONAL \$250 STEP 21; ADDITIONAL \$500 STEP 26

Appendix A

	FY19 1.5%	FY20 2.00%	FY19 1.5%	FY20 2.00%	FY19 1.5%	FY20 2.00%	FY19 1.5%	FY20 2.00%	FY19 1.5%	FY20 2.00%
	CHIEF I	CHIEF I	MAINTENANCE C	MAINTENANCE C	MAINTENANCE B	MAINTENANCE B	MAINTENANCE A	MAINTENANCE A	CRAFTSMAN	CRAFTSMAN
STEP										
1	10,358	10,565	9,636	9,829	14,450	14,739	16,863	17,200	16,863	17,200
2	11,030	11,251	10,120	10,322	14,937	15,235	17,465	17,814	17,465	17,814
3	11,707	11,941	10,597	10,809	15,417	15,725	18,067	18,428	18,067	18,428
4	12,383	12,631	11,079	11,300	15,898	16,216	18,667	19,040	18,667	19,040
5	13,057	13,318	11,564	11,795	16,380	16,708	19,271	19,656	19,271	19,656
6	13,733	14,008	12,045	12,286	16,863	17,200	19,871	20,268	19,871	20,268
7	14,407	14,695	12,527	12,778	17,341	17,688	20,473	20,882	20,473	20,882
8	15,080	15,381	13,010	13,270	17,825	18,182	21,074	21,496	21,074	21,496
9	15,754	16,069	13,488	13,758	18,308	18,674	21,679	22,113	21,679	22,113
10	16,427	16,755	13,972	14,252	18,790	19,165	22,285	22,731	22,285	22,731
11	17,104	17,446	14,450	14,739	19,271	19,656	22,887	23,345	22,887	23,345
12	17,782	18,137	14,927	15,225	19,752	20,147	23,489	23,959	23,489	23,959
13	18,459	18,828	15,404	15,712	20,233	20,638	24,091	24,573	24,091	24,573
14	19,136	19,519	15,881	16,198	20,714	21,128	24,693	25,187	24,693	25,187
15	19,255	19,640	15,999	16,319	20,834	21,251	24,813	25,309	24,813	25,309

TRAINING APPLIED TO STATE SCALE

\$439 - 60 HOURS \$662 - 90 HOURS \$883 - 120 HOURS

NT SHIFT AFTER 1PM \$725

NT SHIFT AFTER 10PM \$825

NIGHT LEAD \$450

NIGHT LEAD, NIGHT SHIFT AND LONGEVITY APPLIED TO LOCAL SCALE

LONGEVITY \$250 STEP 16; ADDITIONAL \$250 STEP 21; ADDITIONAL \$500 STEP 26

RED CLAY CONSOLIDATED SCHOOL DISTRICT
Wilmington, Delaware

REQUEST FOR TRANSFER CUSTODIAL
EMPLOYEES

Name: _____ Soc. Sec.#: _____

Present Work Location & Shift: _____

Home Telephone Number: _____

I request a transfer to a position of custodian as follows:

Specific Schools or Other Locations:

1. _____
2. _____
3. _____
4. _____
5. _____

Signature: _____ Date: _____

This form should be completed online. This form will be kept on file for the remainder of any fiscal year (July 1 - June 30). Requests for transfer must be received at least 15 days prior to the effective date of the vacancy to be considered for that vacancy. If you are offered a transfer and refuse, you will not receive any further consideration until the next fiscal year.

LEAVES OF ABSENCE

ARTICLE 11

Leaves of absence, including sick leave and absences for other reasons, shall be according to Delaware State Law. A summary of State Law is placed at the end of this Agreement.

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. A copy of such notice shall be sent to the Union. This certificate requirement will be reviewed each six months following such notification.

Extended Leaves of Absences

A leave of absence without pay and without credit for experience toward salary computation, seniority or pension eligibility or computation of up to one (1) year shall be granted for the purpose of caring for a critically ill member of the employee's immediate family. Additional leave, for (1) additional year only, may be granted upon recommendation of the Superintendent and approval by the Board.

Any employee adopting an infant (up to one year old) may receive a leave without pay which shall commence upon receiving a de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.

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 (1) year. Such leave shall be renewable for up to one (1) 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 two (2) employees at any time, and the leave holder shall continue to accumulate seniority.

The employee on extended leave, paid or unpaid, shall notify the Board by certified mail, return receipt requested, no less than sixty (60) days prior to his/her intention to return to or resign from his/her position in the District. Failure to provide notification prior to this deadline of intention to return from leave will serve to convert the leave to a resignation. This notification does not apply to return from sick leave.

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 in accordance with his/her seniority.

Additional leaves of absence for other reasons may be considered on an individual basis.

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.

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.

Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service. An employee shall be paid the difference between any jury duty compensation they

receive and their regular wages for each day of jury service. Evidence of such service, including a note indicating compensation for such service, shall be provided to the employer. The employee is expected to report for work whenever practical while on jury duty.

Employees shall be entitled to the following temporary non-accumulative leave with full pay each year:

1. 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; or
- b) the legal proceeding involves a matter of public interest, as distinguished from a 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.

Any employee on maternity leave shall be permitted to substitute in the District.

It is the employee's responsibility to report his/her inability to be on duty at as early an hour as is practical, in the manner prescribed by his/her administrative officer. Failure to comply with this section may subject the employee to discipline.

Employees will be provided an annual record of their sick leave balance.

Union Business

Leaves with pay will be granted to up to two (2) delegates for up to five (5) days each to attend the biennial AFSCME International Convention. Proper notification must be given to the Director of School Facilities or designee and names of individuals attending.

Leaves with pay will be granted to up to four (4) delegates for up one day each to attend the annual Council 81 Convention.

Leaves with pay will be granted to up four (4) delegates for up to one day each to attend the biennial Delaware State Labor Council Convention.

Up to ten (10) days leave with pay will be granted annually to the local Vice-President or a person designated by the local Vice-President to perform his/her official union functions. Proper application procedures must be followed to be released for this purpose.

In recognition of the above, it is agreed that the work normally performed by such absent persons will be assumed by other members of the bargaining unit.

Delaware Code, TITLE 29

CHAPTER 52A. DISABILITY INSURANCE PROGRAM

§ 5253. Specifications of the coverage.

(a) Participating employees shall be eligible to utilize earned sick leave for absences due to accident, illness, or injury for periods before disability benefits commence under this chapter, such that the

Appendix C – (cont'd)

participating employee receives 100% of creditable compensation for such periods, not to exceed the employee's sick leave balance.

(b)(1) Short-term disability benefit. -- An employee who is determined by the Committee, in its sole discretion, to be mentally or physically unable to perform the essential functions of the employee's position as defined in rules and regulations adopted by the Committee, with reasonable accommodation as required by federal law, shall be entitled to receive short-term or long-term benefits pursuant to this chapter. An employee who receives short-term or long-term disability benefits pursuant to this chapter may be required, in the sole discretion of the Committee, to participate in rehabilitation or retraining services, or a combination thereof, under a program established by the Committee. Short-term disability benefits for participating employees shall commence upon the expiration of a 30-calendar-day elimination period. Such elimination period shall begin on the first day following the onset of physical or mental incapacity as determined by the Committee, in its sole discretion. If an employee returns to work for 1 day or less during the 30-calendar-day elimination period but cannot continue to work thereafter, the period worked shall not be considered to have interrupted the 30-calendar-day elimination period. The elimination period must commence and conclude within normal working periods for employees who work less than 12 months per calendar year.

(2) Except as provided in paragraph (4) of this subsection, short-term disability benefits pursuant to this chapter shall be payable at the rate of 75% of the participating employee's creditable compensation prior to the onset of the disability during the period that an employee is disabled, as determined by the Committee.

(3) Creditable compensation during periods an employee receives short-term disability benefits shall include general salary increases awarded or reductions in salary instituted during the period of short-term disability coverage.

(4) An employee may utilize annual, sick, compensatory, or donated leave to supplement short-term disability benefits to equal 100% of pre-disability creditable compensation for the maximum period of 182-calendar-days.

(5) If a participating employee returns to the employee's position on a full-time basis, as defined by the Committee, for 15 consecutive calendar days or longer, any succeeding period of disability for which the employee shall become eligible shall constitute a new period of short-term disability with a corresponding 30-calendar-day elimination period.

(6) Employees enrolled in and receiving short-term disability (STD) compensation shall receive a maximum of 100% of base pay. If the employee is otherwise eligible for holiday pay or a paid leave other than identified in paragraph (b)(4) of this section, the employee will be granted 100% pay on the day in question without a residual. All leave supplements will be calculated on a pay period basis.

(7) Once an employee exhausts their elimination period, the employee will be deemed to have applied for benefits under this section and shall not be eligible to utilize paid leave in lieu of application for short-term disability.

(8) When an employee is on approved STD per subsection (b) of this section and does not supplement the 75% STD payment with 25% leave for a period of greater than 30 calendar-days, the employee will accrue leave on a pro-rata basis.

(c)(1) Long-term disability benefit. -- Long-term disability benefits for participating employees shall commence upon the expiration of a 182-calendar-day waiting period. The waiting period shall commence on the first day following the onset of the disability as determined by the Committee, in its sole discretion. If an employee returns to work for 14 or fewer consecutive calendar days during such 182-calendar-day waiting period and cannot thereafter continue to work, the periods worked shall not be deemed to have interrupted the 182-calendar-day waiting period.

(2) Long-term disability benefits for an eligible employee shall be paid in an amount equal to 60% of the participating employee's creditable compensation prior to the onset of the disability. In no event shall the employee be entitled to utilize earned sick leave to supplement long-term disability benefits.

(3) Long-term disability benefits shall not include general salary increases during the period of long-term disability. Long-term disability benefits may be increased annually by an amount approved by the Committee.

(4) Any employee who applies for long-term benefits pursuant to this chapter must apply to the Social Security Administration for disability benefits. Long-term disability benefits provided under this chapter shall be reduced by any disability benefits received from the Social Security Administration.

(5) Upon the exhaustion of the maximum short-term disability benefit period, any employee, except those entitled to hazardous duty pay as defined in § 5933(c) of this title, shall no longer be an employee of the State or any of its political subdivisions provided the employee has exhausted their Family Medical Leave Act of 1993 (FMLA) [26 U.S.C. § 2601 et seq.] entitlement and/or is not FMLA eligible. Employees entitled to hazardous duty pay as defined in § 5933(c) of this title who exhaust the maximum short-term disability benefit period shall no longer be an employee of the State or any of its political subdivisions at the end of their entitlement to hazardous duty pay provided the employee has exhausted their FMLA entitlement and/or is not FMLA eligible.

(6) Prior to the commencement of long-term disability benefits, the employee shall be eligible to make a written election to escrow for a period of 6 months any unused annual and sick leave based on the rules in place by the employing organization. Any employee who does not make a written election to escrow unused annual and sick leave will receive a payoff of unused annual and sick leave under § 5253(c)(5) of this title. Any employee approved for long-term disability benefits and who made a written election to escrow unused annual and sick leave who returns to state employment in a full-time benefit eligible position within the 6-month escrow period and works on a full-time basis for at least 30 calendar days will retain their annual and sick leave balances. Any employee making a written election to escrow unused annual and sick leave who does not return to state employment in a full-time benefit eligible position for at least 30 calendar days within the 6-month escrow period will receive a payoff of unused annual and sick leave at the end of the 6-month escrow period based on the rules in place by the employing organization.

§ 5257. Return to work.

(a) Once an employee has been determined to have the ability to return to employment by the Committee, the employee will receive the following assistance:

(1) Merit employees may be placed in any vacant merit position, for which they qualify, by the Office of Management and Budget.

(2) Nonmerit state employees, and employees from nonstate employers will be placed by that employer into a vacant position within their respective agency for which the employee qualifies.

(b) Once an individual has been determined to have the ability to return to employment by the committee, the individual will receive the following assistance:

(1) Former merit employees enrolled in and previously deemed eligible for the Long-Term Disability Program may, when available and appropriate, be placed by the Office of Management and Budget in any merit position, for which they qualify without a certification list, as long as the paygrade does not exceed their paygrade at the time of their acceptance into and eligibility for the Short-Term Disability Program. Exceptions to the paygrade limitation may be made for vacancies for which a documented shortage of qualified applicants exists.

(2) Former nonmerit employees enrolled in and previously deemed eligible for the Long-Term Disability Program will be placed by their previous employer into a vacant position within their respective agency for which they qualify.

1. CHAPTER 55. State Employees Disability Pension Plan (Applicable only to employees that were grandfathered into the State Employees' Disability Pension plan as of December 31, 2005.)

§ 5524. Eligibility for disability pension.

(a) An employee who becomes disabled shall become eligible to receive a disability pension beginning with the fourth month following the inception of his or her disability. Such individual shall cease to be eligible at the end of the month in which he or she recovers from disability and is again offered employment as an employee, if such recovery and offer of employment occurs before his or her attainment of age 60.

(b) Such an employee shall be kept on the active payroll and receive credited service from the inception of the employee's disability to the end of the third month following and shall receive payments at the same rate of compensation the employee received before the employee became disabled.

(c) An employee shall be deemed disabled for the purposes of this section if the employee has a physical or mental disability which prevents the employee from performing the duties of the employee's position.

Delaware Code, Title 14

§ 1318. Sick leave and absences for other reasons; accumulation of annual leave.

Statute text

- a) Teachers and other school employees shall be allowed 10 days of sick leave per year with full pay; those teachers and other school employees employed 11 months a year shall be allowed 11 days of sick leave per year with full pay; and those teachers and other school employees employed 12 months a year shall be allowed 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.

Adjustments for employees who terminate services prior to the end of the school year will be made in their final pay check. Adjustments will be pro-rated based on sick leave being earned at the rate of one (1) day per month of service to the District.

- 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 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, 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 title shall inform his/her 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 his/her 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 5 consecutive days, a doctor's certificate is required as a condition of approval.
- 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, nephew, brother-in-law or sister-in-law. 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 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 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. In addition, the district requires that such requests must be submitted at least ten (10) days in advance of the date being requested except in cases of emergency in which case the employee shall provide the reason(s) for being unable to provide the ten (10) day notice.

§1318A. Donated leave program.

- (a) "Donated leave program" means a program:

- (1) In which 1 or more employees of a public school district may transfer accrued, unused sick leave days to 1 or more other employees of the same public school district;

- (2) Is established by the public school district as a local Board of Education policy and/or pursuant to the terms of a collective bargaining agreement negotiated under the terms of Chapter 40 of Title 14; and

(3) Is consistent with the provisions set forth in subsection (b) of this section. No donated leave program shall prohibit participation by employees based on inclusion in or exclusion from a certified bargaining unit.

(b) Any donated leave shall be required to comply with the following requirements:

(1) Employees wishing to donate accrued sick leave must donate in increments of whole days. For every 2 days donated, 1 day will be made available to a recipient.

(2) Donated days shall be made available only for recipients within the school district for a catastrophic illness of a recipient or of a member of a recipient's family. For this section, "catastrophic illness" shall mean any illness or injury to an employee or to a member of an employee's family which is diagnosed by a physician and certified by the physician as rendering the employee or a member of the employee's family unable to work, or, in the case of a family member who does not work, the medical equivalent of "unable to work", to work for a period greater than 5 calendar weeks. Separate periods of disability lasting 7 consecutive work days or more each, and totaling more than 5 calendar weeks, resulting from the same or a related medical condition and occurring within any 12-month consecutive period, shall be considered the same period of disability. For this section, "family member" or "member of an employee's family" means an employee's spouse, son, daughter or parent who resides with the employee and who requires the personal attendance of the employee during the family member's catastrophic illness. Donated leave may be used by the recipient for subsequent absence because of personal medical treatments or personal illness directly related to the employee's "catastrophic illness" as certified by the physician. This provision is limited to an absence that occurs because of an employee's "catastrophic illness" not a family member's "catastrophic illness."

(3) The local school district shall convert the donated leave available for use by a recipient into cash value at the donor's rate of pay, shall re-convert the cash value to hours of leave at the recipient's rate of pay, and shall then credit the recipient's account.

(4) The recipient of the donated leave shall have been an employee with the local school district for at least 6 months before that employee is eligible for donated leave time.

(5) The recipient shall have used all of that recipient's own sick days and personal days and half of that recipient's annual leave, where applicable. However, when donated leave is for the catastrophic illness of a family member, the employee must have used all of that employee's sick days, personal days and annual leave.

(6) The recipient shall have established medical justification for such receipt, which must be renewed every 30 days during any absence.

(7) No potential donor nor any other person shall sell any accrued leave which might otherwise be donated under this section.

(8) The liability of the State under this program shall be limited to paying the state share of salary, benefits and other employment costs paid to employees for sick leave properly utilized pursuant to a donated leave program established pursuant to and in compliance with this section and § 4002 of Title 14, if applicable.

(9) Any recipient of this program is subject to a 1-work-year cap with the number of days equal to 188 days for a 10-month employee; 207 days for 11-month employees; and 222 days for a 12-month employee.

(10) If a long-term disability program is available to employees, a period of disability defined herein shall be limited to the waiting or elimination period defined in the policy.

(c) The Department of Education is authorized to operate a donated leave program. Such donated leave program shall conform, to the extent practicable, to the provisions of § 5956 of Title 29.

[71 Del. Laws, c. 136, § 2](#); [70 Del. Laws, c. 186, § 1](#); [71 Del. Laws, c. 354, § 390](#); [72 Del. Laws, c. 294, § 44](#); [72 Del. Laws, c. 395, § 353](#); [72 Del. Laws, c. 440, §§ 1-5](#); [73 Del. Laws, c. 74, § 347](#); [73 Del. Laws, c. 312, § 259](#); [73 Del. Laws, c. 321, § 15](#); [74 Del. Laws, c. 68, § 269](#); [74 Del. Laws, c. 307, § 308\(b\)](#); [74 Del. Laws, c. 402, §§ 1-3](#); [75 Del. Laws, c. 89, § 342](#);

§ 1318B. Leave for bone marrow or organ donation.

(a) Definitions. -- As used in this section:

(1) "Bone marrow" means the soft material that fills the human bone cavities;

(2) "Bone marrow donor" means a person from whose body bone marrow is taken to be transferred to the body of another person;

(3) "Organ" means a human organ that is capable of being transferred from the body of a person to the body of another person;

(4) "Organ donor" means a person from whose body an organ is taken to be transferred to the body of another person.

(b) In any calendar year, a teacher or school employee is entitled to the following leave in order to serve as a bone marrow donor or organ donor:

(1) No more than 7 days of leave to serve as a bone marrow donor;

(2) No more than 30 days of leave to serve as an organ donor.

(c) A teacher or school employee may use the leave provided by this section without loss or reduction of pay, leave to which the teacher or employee is otherwise entitled, credit for time or service, or performance or efficiency rating.

(d) This section applies to teachers and school employees who are included in a collective bargaining unit, unless a collective bargaining agreement contains provisions dealing with leave for bone marrow donation and organ donation.

[73 Del. Laws, c. 104, § 2](#).

§ 1319. Records of absences; proof.

Statute text

Each employing board shall keep an accurate record of the absences from duty and reasons therefore of all employees for whatsoever reason, 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.

(14 Del. C. 1953, § 1319; 50 Del. Laws, c. 436, § 1; 50 Del. Laws, c. 602, § 1.)

§ 1327. Leave of absence for person in military service.

(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 3 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 had been in the continuous service of the board during the period of the leave of absence;

provided, such regularly appointed and employed principal, teacher or other employee has received a certificate of satisfactory completion of military service.

(b) Any principal, teacher or other school employee taking a leave of absence authorized by subsection (a) of this section who, as a member of the Delaware National Guard or a United States military reserve organization, has been ordered to active duty to augment active forces for any operational mission, shall continue to receive the principal's, teacher's or other school employee's state compensation during the initial period of active duty prescribed by the military, to be reduced by any military compensation received. While on such leave of absence, for a period not to exceed 2 years, the employee and the employee's dependents shall continue to receive benefits provided under any applicable group health insurance plan offered by the school district, provided that the employee continues to pay any employee-share premium for such plan. The Office of Management and Budget shall develop any rules and regulations necessary to implement the provisions of this subsection. 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. 14 Del. C. 1953, § 1327; 56 Del. Laws, c. 292, § 18; 68 Del. Laws, c. 21, § 1; 70 Del. Laws, c.186, § 1; 73 Del. Laws, c. 429, § 1; 74 Del. Laws, c. 190, § 1; 74 Del. Laws, c. 421, § 1; 75 Del.Laws, c. 88, § 20 (2); 75 Del. Laws, c. 234, § 1.;

§ 1333. Paid leave for birth of a child or adoption of a child.

Statute text

For childcare purposes, a full-time or part-time employee of a reorganized school district shall be entitled to utilize accumulated sick leave upon the birth of a child of the employee or the employee's spouse, or upon the adoption by the employee of a pre-kindergarten age child for maternity leave.

History (72 Del. Laws, c. 174, § 1.) Annotations

§ 5110. Election of employee to public office; leave.

Statute text

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 the duties in such office. Upon the completion of such leave, the employee shall be reinstated in the position which the employee held at the time such leave of absence was granted.

§ 5113. Leave for Olympic competition.

Statute text

(a) The State shall grant to any employee leave from employment to participate as a member of the United States Team in any competition sanctioned by the United States Olympic Committee. Any leave so granted shall not exceed the time required for actual participation in the competition, plus a reasonable time for travel and return from the site of the competition and a reasonable time for pre-competition training with the team at the site, or 90 working days, whichever is less. The State shall compensate the employee at the employee's regular rate of pay during any leave granted for participation in such Olympic competition. Pay for each day of leave shall not exceed the amount the employee would receive for a standard workday and the employee shall not be paid for any day spent on such leave for which the employee would not ordinarily receive pay as part of the employee's regular employment.

(b) For purposes of subsection (a) of this section the term "employee" includes all those individuals who are employed by the State and receive a paycheck from the State for such work as they normally do for the State. (c) For the purposes of subsection (a) of this section the term "United States Team" includes any group leader, coach, official, trainer or athlete who is a member of the official delegation of the United States in competition sanctioned by the United States Olympic Committee. (d) The State Personnel Commission shall implement this section by the adoption of appropriate rules and regulations.

Red Clay Consolidated School District

Bargaining Unit _____

Name of Grievant _____ Work Location _____

Classification _____

Supervisor _____

Grievance Level I _____
 Level II _____
 Level III _____

Articles Being Grieved (a statement of issues attached):

Remedy Sought:

Bargaining Unit Representative

Signature _____ Date _____

Employee's Signature _____ Date _____

(My signature authorizes the local Bargaining unit to represent me in the disposition of this grievance.)

Administrative Signatures of Receipt:

Level I _____ Date _____

Level II _____ Date _____

Level III _____ Date _____

Responses at each level of the grievance are to be attached to this cover sheet.

RED CLAY CONSOLIDATED SCHOOL DISTRICT
JOB DESCRIPTION/POSITION GUIDE

TITLE: Custodian Building/Maintenance

REPORTS TO: Designated Administrator

PRIMARY FUNCTION: To provide students and staff a safe, attractive, comfortable, clean, and efficient place in which to learn, play develop, and work.

PERFORMANCE RESPONSIBILITIES:

1. Cleaning--scrub, wax, buff, dust, sweep or clean floors, walls, blinds, furniture, lavatories, locker room, lockers, shelves, fixtures, and glass surfaces.
2. Maintains and does minor repair of furniture. Moves furniture.
3. When assigned to a building, perform the following duties in the cafeteria area:
 - (a) Cleans kitchen and cafeteria floors.
 - (b) Remove filters in hoods for cleaning.
 - (c) Vacuums compressor motors.
 - (d) Cleans grease trap as necessary.
 - (e) Delivers government surplus supplies and frozen food cases to the storage area.
 - (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. Substitute for absent custodians in school buildings as directed.
6. Other related duties as assigned including, but not limited to courier, cleaner, regular part-time position.

TERMS OF EMPLOYMENT:

- Twelve-month year
- Salary and Benefits in accordance with negotiated Agreement.

EVALUATION:

Performance of this job will be evaluated in accordance with Evaluation Procedure of the District.

Appendix E (continued)

RED CLAY CONSOLIDATED SCHOOL DISTRICT
JOB DESCRIPTION/POSITION GUIDE

TITLE: Evening Shift Lead Worker

REPORTS TO: Designated Administrator

PRIMARY FUNCTION: Coordinates evening shift activities and performs custodian duties as assigned by the chief custodian or administrator. Implements custodial services which will provide clean, comfortable, healthful, safe and attractive buildings for students and staff.

PERFORMANCE RESPONSIBILITIES:

1. Coordinates activities of evening community groups using the building and provides necessary related services such as: accessibility to the building, proper lighting, etc.
2. Resolves workers problems in emergency situations and, if necessary, refers matters to the chief custodian.
3. Assists new workers with cleaning procedures.
4. Maintains the evening time sheets.
5. Cleaning--scrub, wax, buff, dust, sweep or clean floors, walls, blinds, furniture, lavatories, locker room, lockers, shelves, fixtures, and glass surfaces.
6. Maintains and does minor repair of furniture. Moves furniture within building.
7. Performs minor maintenance repairs to building facilities and replacement of small window glass.
8. Other related custodian duties as assigned.
9. Assists with snow removal and grass cutting.
10. Reports problems pertaining to building function, personnel, or community use of facilities to the chief custodian.

TERMS OF EMPLOYMENT:

- Twelve-month year
- Salary and Benefits in accordance with negotiated Agreement.

EVALUATION:

Performance of this job will be evaluated in accordance with Evaluation Procedure of the District.

Appendix E (continued)

RED CLAY CONSOLIDATED SCHOOL DISTRICT
JOB DESCRIPTION/POSITION GUIDE

TITLE: Custodian-Fireman

REPORTS TO: Designated Administrator

PRIMARY FUNCTION: Performs custodian-fireman duties assigned by 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.

PERFORMANCE RESPONSIBILITIES:

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.

TERMS OF EMPLOYMENT:

- Twelve-month year
- Salary and Benefits in accordance with negotiated Agreement.

EVALUATION:

Performance of this job will be evaluated in accordance with Evaluation Procedure of the District.

Appendix E (continued)

RED CLAY CONSOLIDATED SCHOOL DISTRICT
JOB DESCRIPTION/POSITION GUIDE

TITLE: Custodian – Pool Operator

REPORTS TO: Designated Administrator

PRIMARY FUNCTION: Performs custodian-pool duties assigned by chief custodian or administrator; provides services which will offer clean, safe, comfortable, healthful, and attractive buildings for students and staff. Assumes a major responsibility for the operation and maintenance of the pool.

PERFORMANCE RESPONSIBILITIES:

1. Maintenance of the filtration system, water supply, chemistry and general cleanliness of the pool area.
2. Assists in all maintenance and minor repair of mechanical equipment.
3. Assists in all cleaning as outlined in custodian's position guide.
4. Other related duties as assigned, including but not limited to pool custodian.

QUALIFICATIONS:

1. Same as the qualifications for custodian.
2. Ability to read basic operation instructions, write reports and maintain records.
3. Must hold a custodian-fireman certificate (90 hours), or be in the process of obtaining it.
4. Must hold or obtain within specific time a State of Delaware pool operator certificate.
5. Prefer two years of successful experience as a custodian.

TERMS OF EMPLOYMENT:

- Twelve-month year
- Salary and benefits in accordance with negotiated agreement.

EVALUATION:

Performance of this job will be evaluated in accordance with evaluation procedure of the District.

Appendix E (continued)

RED CLAY CONSOLIDATED SCHOOL DISTRICT
JOB DESCRIPTION/POSITION GUIDE

TITLE: Chief Custodian I

REPORTS TO: Designated Administrator

PRIMARY FUNCTION: Provide leadership in the supervision of the cleaning, minor, and preventative maintenance of the school building and grounds. Perform supervisory functions of the custodial staff including, but not limited to, providing verbal warnings, written documentation of problems, and participation in disciplinary hearings, if needed. The chief will participate in the evaluation of the crew. (This is not intended to be an inclusive list of all chief responsibilities.) The Union will not, in any way, interfere in the Chief's performance of any of these supervisory functions.

PERFORMANCE RESPONSIBILITIES:

1. Supervises all custodians assigned to the building.
2. Performs general preventative maintenance and mechanical work as - required.
3. Assists with 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 all heating, plumbing, and cooling systems 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.
13. Performs custodial duties when required in emergencies such as snow removal, flooding conditions (burst pipe), etc.

Appendix E (continued)

14. Has ultimate responsibility for school building on weekends and holidays with respect to the proper operation of mechanical equipment and security of the building.
15. Performs other management-type duties as assigned.

TERMS OF EMPLOYMENT:

- Twelve-month year
- Salary and Benefits in accordance with negotiated Agreement.

EVALUATION:

Performance of this job will be evaluated in accordance with Evaluation Procedure of the District.

Appendix E (continued)

RED CLAY CONSOLIDATED SCHOOL DISTRICT
JOB DESCRIPTION/POSITION GUIDE

TITLE: Chief Custodian II

REPORTS TO: Designated Administrator

PRIMARY FUNCTION: Provide leadership in providing for optimum custodial services in the building, including direction of the custodial staff and a share of custodial duties. Perform supervisory functions of the custodial staff including, but not limited to, providing verbal warnings, written documentation of problems, and participation in disciplinary hearings, if needed. The chief will participate in the evaluation of the crew. (This is not intended to be an inclusive list of all chief responsibilities.) The Union will not, in any way, interfere in the Chief's performance of any of these supervisory functions.

PERFORMANCE RESPONSIBILITIES:

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

Appendix E (continued)

13. Other related duties as assigned, including but not limited to chief storekeeper.

TERMS OF EMPLOYMENT:

- Twelve-month year
- Salary and Benefits in accordance with negotiated Agreement.

EVALUATION:

Performance of this job will be evaluated in accordance with Evaluation Procedure of the District.

Appendix E (continued)

RED CLAY CONSOLIDATED SCHOOL DISTRICT
JOB DESCRIPTION/POSITION GUIDE

TITLE: Custodian/Groundskeeper

REPORTS TO: Designated Administrator

PRIMARY FUNCTION: Primary responsibility is to operate the large tractor – cutting grass, etc. Maintenance C/Groundskeeper may at times be assigned minor maintenance work which they would handle independently.

PERFORMANCE RESPONSIBILITIES:

1. Assist in maintenance of grounds with primary responsibilities of operating the large tractor, cutting grass, etc.
2. Handles requests as assigned by their supervisor or his designee.
3. Operates equipment as required.
4. Other related duties as assigned including but not limited to groundskeeper.
5. Custodial duties as assigned by their supervisor.
6. Employees who are identified as groundskeepers shall work in the position twelve (12) months annually at the Maintenance C rate and shall be considered a part of the central snow removal team.
7. Groundskeepers are also to assist in the preparation of the fields for athletic events.

MINIMUM QUALIFICATIONS:

1. Demonstrated ability in previous job to perform range of general maintenance and grounds duties.
2. Custodial certificate (60/90 hours) or in the process of obtaining.
3. Physical ability to perform above duties.
4. Four years of custodial experience in the District is desirable.

TERMS OF EMPLOYMENT:

- Twelve-month year
- Salary and Benefits in accordance with negotiated Agreement.

EVALUATION:

Performance of this job will be evaluated in accordance with Evaluation Procedure of the District.

Appendix E (continued)

RED CLAY CONSOLIDATED SCHOOL DISTRICT
JOB DESCRIPTION/POSITION GUIDE

TITLE: Maintenance A

REPORTS TO: Designated Administrator

PRIMARY FUNCTION: To provide major repair and preventative maintenance related to assigned skill.

PERFORMANCE RESPONSIBILITIES:

1. Responsible for major maintenance, troubleshooting, repairs, and preventative maintenance related to their demonstrated craft skill.
2. Participates in maintenance operations other than their demonstrated skill when needed.
3. Handles maintenance requests as assigned by the supervisor or his designate 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.

TERMS OF EMPLOYMENT:

- Twelve-month year
- Salary and Benefits in accordance with negotiated Agreement.

EVALUATION:

Performance of this job will be evaluated in accordance with Evaluation Procedure of the District.

*Only applies to Bus Transportation

Appendix E (continued)

RED CLAY CONSOLIDATED SCHOOL DISTRICT
JOB DESCRIPTION/POSITION GUIDE

TITLE: Maintenance B

REPORTS TO: Designated Administrator

PRIMARY FUNCTION: To provide maintenance repairs and preventative maintenance assignments related to assigned skills.

PERFORMANCE RESPONSIBILITIES:

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 designate.
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.

TERMS OF EMPLOYMENT:

- Twelve-month year
- Salary and Benefits in accordance with negotiated Agreement.

EVALUATION:

Performance of this job will be evaluated in accordance with Evaluation Procedure of the District.

*Only applies to Bus Transportation

Appendix E (continued)

RED CLAY CONSOLIDATED SCHOOL DISTRICT
JOB DESCRIPTION/POSITION GUIDE

TITLE: Maintenance C

REPORTS TO: Designated Administrator

PRIMARY FUNCTION: To assist Maintenance A and Maintenance B in performance of their responsibilities.

PERFORMANCE RESPONSIBILITIES:

1. Assists in maintenance including plumbing, painting, carpentry, electrical, blazing, heating and cooling systems, and motor vehicles and equipment repair.
2. Handles requests as assigned by their supervisor or his designate.
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.

TERMS OF EMPLOYMENT:

- Twelve-month year
- Salary and Benefits in accordance with negotiated Agreement.

EVALUATION:

Performance of this job will be evaluated in accordance with Evaluation Procedure of the District.

*Only applies to Bus Transportation

