



**AGREEMENT BETWEEN**  
**THE BOARD OF EDUCATION**  
**CAPE HENLOPEN SCHOOL DISTRICT**

**AND**

**THE CAPE HENLOPEN SUPPORT STAFF ASSOCIATION**

**2020-2025**

Cape Henlopen School District does not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, disability, age or Vietnam Era veteran's status in its employment, programs, and activities. (Cape Henlopen School District no discrimina en base de la raza, del color, de la religion, del origen nacional, del sexo, de la orientaci6n sexual, del estado civil, del disability o de la edad o estatus de veterano de la era de Vietnwm en su empteo, programas, y actividades .) Edward I. Waples, Employee/Student Compliance Officer: OCR/Title IX/504 Office of Human Resources; J. Conrad, Student 504 Compliance Officer, 1270 Kings Highway, Lewes, DE 19958.

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## **PREAMBLE**

Agreement made by and between the Cape Henlopen Support Staff Association and its successors and/or assigns, hereinafter called the "Association," and the Cape Henlopen School District Board of Education and its successors and/or assigns, hereinafter called the "Board." It is hereby agreed as follows:

### **ARTICLE I RECOGNITION**

- 1.1 The District hereby recognizes the Association as the exclusive collective bargaining representative of all full-time and part-time employees listed in 7:1.4 excluding those described in 1.3 as set forth in Case #167, as amended, and in case #167(a) the Public Employee Relations Board in all matters concerning wages, hours, vacation, sick leave, grievance procedures, terms and conditions of employment, working conditions, and other employment relations. This recognition shall continue for the maximum period allowed by law.
- 1.2 Definitions
  - 1.2.1 The "Association" as used in this Agreement shall mean the Cape Henlopen Support Staff Association.
  - 1.2.2 The "District" as used in this Agreement shall mean the Cape Henlopen School District.
  - 1.2.3 "Employee" as used in this Agreement shall mean any person employed within the bargaining unit represented by the Association'.
  - 1.2.4 "Board" as used in this Agreement shall mean the Cape Henlopen School District Board of Education and/or its designees or representatives.
  - 1.2.5 "Bargaining unit" as used in this Agreement shall refer to the total of all positions of employment within the District represented by the Association.
  - 1.2.6 For the purposes of contractual interpretation, "building" for the Sussex Consortium means any place where its program services are provided.
  - 1.2.7 For the purposes of pay, "overtime" shall mean time worked by an employee in excess of the forty (40) hour work week.
  - 1.2.8 "Compensatory time" or "comp time" shall mean paid time off the job which is earned and accrued by an employee in lieu of immediate cash payment for employment in excess of the statutory hours for which overtime compensation is required by Section 7 of the Fair Labor Standards Act (FLSA).
  - 1.2.9 "Flexible schedules" or "flex time" shall mean an alternative schedule to the forty (40) hour work week. Flex time allows the District to permit employees to vary their arrival and/or departure times.
- 1.3 Excluded from this bargaining unit are: employees not included in the PERB Case #167 as amended and Case #167(a) such as Department of Education certificate-mandated professional employees, administrative employees, and employees who supervise (evaluate) employees, confidential secretaries, child nutritional services employees, chief custodians, substitutes, students, volunteers, employees hired through contracted service agreements, and casual/short-term employees.

*Except for those conditions of employment controlled between the Cape Henlopen School District and the military branch under which the program is provided, JROTC instructors who do not hold a Delaware Department of Education certificate shall be included for the purposes of representation and in focal Board benefits under this contract.*

### **ARTICLE II NEGOTIATION OF AGREEMENTS**

- 2.1 This Agreement shall be for the period set forth in the duration clause, and negotiations concerned with the terms of this Agreement shall not be reopened during that time except by mutual written agreement of the parties.
- 2.2 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- 2.3 The parties agree to enter into negotiations over a successor Agreement pursuant to and consistent with Delaware Code.
- 2.4 Any agreement so negotiated shall be reduced to writing, be submitted for ratification by the Association and approval by the Board, and be signed by the President of the Association, the Chairperson of the Bargaining Committee of the Association, the President of the Board, and the Executive Secretary of the Board.

## ARTICLE III GRIEVANCE/COMPLAINT PROCEDURE

### Definitions

- 3.1 A "grievance" is a claim by an employee(s) or by the Association that there has been a violation, misinterpretation, inequitable application, or misapplication of the terms of this Agreement.
- 3.2 Complaints involve subjects/issues not specified in the collective bargaining agreement. A "complaint" is a claim by an employee(s) or by the Association that there has been a violation, misinterpretation, inequitable application, or misapplication of School Board Policy.
- 3.3 A "grievant" or "complainant" is the employee, group of employees, or the Association making the claim.
- 3.4 The term "days" when used in this Agreement shall mean, except where otherwise indicated, working school days except during the summer break when "days" shall be those when the district office is open for business.
- 3.5 "Hearing" is defined as an event wherein both parties shall have the opportunity to present facts and arguments of their case and have a decision rendered.
- 3.6 A "class action grievance" is a grievance filed by the Association, which asserts an effect on a group or class of employees.
- 3.7 "Appropriate administrator" means the non-bargaining unit employee whose action/decision is the subject of the grievance/complaint and who has the authority to affect a resolution.
- 3.8 "Grievance Mediation" is a process offered by the Federal Mediation & Conciliation Service designed to assist the parties in voluntarily coming to an acceptable resolution of the grievance through mediation techniques employed by a skilled neutral.

### General

- 3.9 The employee and the administrator against whom the grievance/complaint is alleged may be represented at any or all stages of the grievance/complaint procedure by up to two representatives of his/her own choosing. (A trainee may observe the process upon mutual agreement between the grievant and the aforementioned administrator.)
- 3.10 Failure at any level of this procedure to appeal a grievance/complaint to the next-higher level within the specified time limits (unless the time limits are extended in writing by mutual agreement) shall terminate the grievance/complaint without prejudice. Failure to receive a written reply from an administrator, within the time limits, at any level of this grievance/complaint procedure shall constitute authority for the grievant/complainant to appeal the matter to the next level of the procedure within the specified time limits.
- 3.11 Grievance/complaint hearings and Grievance Mediation shall be held at the mutual convenience of the parties (date, time of day, length of session).
- 3.12 No reprisals of any kind shall be taken by the Board or any member of the administration and/or the CHSSA or any member thereof against anyone by reason of participation in the grievance/complaint procedure.
- 3.13 A grievance/complaint may be withdrawn in writing without prejudice. At the Board level, a grievance/complaint may not be unilaterally withdrawn until completion of the actual hearing process.
- 3.14 Forms for filing grievances/complaints shall be jointly developed.
- 3.15 If in the judgment of CHSSA there has been a violation, misinterpretation, inequitable application, or misapplication of the CHSSA rights (Article VI) of this contract, or there are grounds for a complaint involving CHSSA rights and privileges, the CHSSA may commence such grievance/complaint with the appropriate administrator.
- 3.16 All written grievances/complaints must be signed by the grievant/complainant or an official of the Association. Grievances/complaints and subsequent level responses may be filed electronically and will be considered as signed by the grievant/complainant or the grievant/complainant's representative. In the case of a group or class action grievance, a contact person will be identified on the form.
- 3.17 The Superintendent may appoint an administrative designee with authority to make the decision, to hear the grievance/complaint at levels one, two, and/or three.
- 3.18 All hearings/meetings during the processing of a grievance/complaint shall be conducted in private or executive (closed) session.
- 3.19 Neither the Board, the Association, nor their agents may assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.
- 3.20 Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent a grievant/complainant from representing

- 3.21 and processing a grievance/complaint at his/her/their own cost and having it adjusted without intervention or representation by the Association. However, the action of any administrator or the Board in resolving the grievance/complaint of a grievant/complainant not represented by the Association shall not establish a precedent for the resolution of future grievances/complaints.

#### Purpose

- 3.21 The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems that may from time to time arise affecting employees. Both parties involved in a grievance/complaint shall respect the rights of the other and operate in a respectful manner and agree that these proceedings will be kept informal, confidential, and professionally ethical.

#### Procedure

- 3.22 Since it is important that grievances/complaints be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort by all concerned should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.

#### 3.23 Level One

The grievant will bring the alleged grievance/complaint in writing to the employee's immediate supervisor, generally the principal, within fifteen (15) days of the event or action causing the allegation or within fifteen (15) days of the time the employee knew or should have known of its occurrence. Following notification, the parties will have ten (10) days to resolve their grievance or move to Level Two. District-wide class action grievances shall be initiated at Level II with the Superintendent.

#### 3.24 Level Two

- 3.24.1 If the grievant/complainant is not satisfied with the disposition of his/her problem through Level I of the process, the claim shall be submitted/appealed as a grievance/ complaint to the next higher administrator or step of the procedure, as appropriate.

- 3.24.2 In the event that the grievance commenced with the Superintendent, the grievance shall be submitted in writing to the Superintendent within fifteen (15) days of the time the employee knew or should have known of its occurrence. In such case the grievance/complaint shall in writing specify:

- A. The nature of the grievance/complaint.
- B. The article and section of the Agreement allegedly violated for grievances or the specific Board Policy in the case of a complaint.
- C. The nature and extent of the injury, loss, or inconvenience to the grievant resulting therefrom, if applicable.
- D. The remedy sought.

- 3.24.3 The administrator with whom the written grievance/complaint was submitted/appealed at Level Two shall, within ten (10) days from the date of receipt, conduct a hearing, except under any of the following circumstances:

- The administrator has enough information to find in the grievant's/complainant's favor;
- The administrator finds gross violations of the grievance/complaint procedure as set forth in this contract;
- Both parties agree in writing that no hearing will be held.
- Level I meeting was held with the Superintendent

If there is a hearing, each party shall have the opportunity to present fully its case with witnesses, if appropriate. The administrator shall communicate his/her decision in writing, with reasons, to the grievant/complainant within ten (10) days from either:

- The conclusion of the hearing, or
- The date on which the decision was made not to hold a hearing, but not more than twenty (20) days from the original submission/appeal of the grievance/complaint at this level.

#### 3.25 Level Three (Grievance Mediation)

In the case of a grievance, if the grievant is not satisfied with the decision at Level Two or no response has been rendered within ten (10) days of filing at Level Two, the matter may be submitted/appealed to Grievance Mediation within ten (10) days after receipt of the superintendent's decision or if no decision has been rendered, within twenty (20) days from the date the grievance was filed in writing with the Superintendent. The appeal to Grievance Mediation shall be submitted to the Philadelphia Office of the Federal Mediation and Conciliation Service (FMCS) with a copy to the Superintendent of Schools or his/her designee. The conduct of the mediation shall be

governed by the rules and procedures of the FMCS and shall be scheduled as mutually agreed.

In the case of a complaint, if the complainant or the Association is not satisfied with the decision at Level Two or no response has been rendered within ten (10) days of filing at Level Two, the matter may be submitted/appealed to the Board of Education within ten (10) days after receipt of the Superintendent's decision or if no decision has been rendered, within twenty (20) days from the date the complaint was filed with the Superintendent. The appeal to the Board shall be submitted through the Superintendent of Schools or his/her designee who shall attach all related papers and forward them to the Board. The Board shall grant the complainant a hearing within fifteen (15) days of date of receipt of said complaint papers and shall render a decision in writing within ten (10) days after said hearing. Complaints will conclude with the decision of the School Board at this level.

### 3.26 Level Four Grievances (School Board)

If no resolution results from Grievance Mediation at Level Three, the matter may be submitted/appealed by the Association to the Board of Education within ten (10) days after the conclusion of the Grievance Mediation session. The appeal to the Board shall be

submitted through the Superintendent of Schools or his/her designee who shall attach all related papers and forward them to the Board. The Board shall grant the grievant a hearing within fifteen (15) days of date of receipt of said complaint papers and shall render a decision in writing within ten (10) days after said hearing.

### 3.27 Level Five Grievances (Arbitration)

3.27.1 A grievance that is not resolved to the satisfaction of the grievant at Level Four may be submitted to an arbitrator. This procedure must be initiated within ten (10) days following a decision at Level Four. Upon notification of the Board by CHSSA said arbitrator shall be appointed by mutual agreement by the parties to this Agreement or, if unable to agree, shall be appointed by the Delaware Public Employee Relations Board under its selection process. The arbitrator appointed under the PERB process shall promptly convene a hearing at the parties' convenience. Conduct of the hearing shall be pursuant to the rules of the PERB. The arbitrator shall render a decision within thirty (30) calendar days on the issue(s) presented. The arbitrator's ruling shall be final and binding except as noted in 3.27.2 below.

3.27.2 No claim relating to the following matters shall be processed through binding arbitration:

- a) Dismissal or nonrenewal of employees covered by Chapter 14 of this title;
- b) Delaware law;
- c) Rules and regulations of the Delaware Department of Education or State Board of Education;
- d) The content of or conclusions reached in employee observations and evaluations;
- e) Federal Law;
- f) Rules and regulations of the United States Department of Education;
- g) Policies of the local school Board; and
- h) Matters beyond the scope of the public-school employer's authority.

3.27.3 The arbitrator shall be limited to a ruling on whether or not there has been a misinterpretation, misapplication, misrepresentation, inequitable application, or violation of any of the areas that have been mutually agreed upon as being subject to and resolvable by the Cape Henlopen School District Grievance Procedure. It is expressly understood that the arbitrator shall have no power to alter the terms of the Agreement.

3.27.4 The cost of the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

3.27.5 If the parties disagree that an issue is appropriate for arbitration, a separate hearing shall be held with an arbitrator whose fees and expenses shall be paid by the losing party.

3.27.6 If the arbitrator concludes that the matter is arbitrable, then the arbitrator shall confer with representatives of the Board and Association and shall hold hearings.

### 3.28 General

3.28.1 All documents, communications, and records dealing with the processing of a grievance (except the original letter, reprimand, or communications that were the basis for the grievance) shall be filed separately from and not cross-filed with the personnel files of the participants. The file shall be available for review by the Association president and/or the grievance chairperson. Copies will be made upon request by the above persons at Association expense.

3.28.2 Forms for filing grievances and complaints shall be as set forth in Appendix C.

## ARTICLE IV EMPLOYEE RIGHTS

- 4.1 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 Association activities.
- 4.2 When an employee is requested to participate in a meeting with an administrator, the employee shall be informed of the purpose of the meeting and if the employee reasonably believes the meeting will result in disciplinary action, the employee has the right to secure representation for the meeting. Such a meeting shall, however, in all events, take place within two (2) working days of the time the employee is requested to participate in the meeting unless the need exists for timely information. Timely information is defined as information needed to address situations involving the safety and/or welfare of students or staff members enabling the administrators to respond to pertinent individuals about the situation. In this case, a representative will be selected by the employee from available representatives. The employer's representative does not have a duty to bargain with any Association representative who is requested to attend such an interview or meeting. The Association representative is present to assist the employee, clarify the facts, or suggest other employees who may have knowledge of the facts.

If an employee is required to appear before the Board or an agent of the Board for the purpose of confronting the employee with allegations of misconduct and the results of such a meeting could adversely affect the employee's continued employment or salary, the employee shall, at least three (3) working days prior to the meeting, be given written notice and specific reasons for the meeting.

Where there are reasonable grounds to believe that such notice will result in the destruction of or non-availability of necessary evidence and witnesses, the requirement to provide notification may be suspended only as long as it is necessary to secure the evidence or witnesses.

Association representation may be requested prior to or at any point during a meeting. If the employee requests representation, the employer shall postpone the meeting for a reasonable period of time (no later than two (2) working days) in order for the employee to secure representation except when the need for timely information exists as defined in this article.

The exercise of the rights to representation by the employee shall not interfere with normal employer prerogatives. The employer may continue the investigation of an incident leading to discipline without interviewing or meeting with the employee in question.

The provisions of this article shall not apply to work area conversation, such as: providing instructions, training, or suggestions to improve work techniques.

- 4.3 Except as otherwise provided by this Article 4:3, no employee shall be discharged, disciplined, reprimanded, suspended without pay or reduced in pay except for just cause. In cases of proposed termination, a grievance may be initiated at Level II with the Superintendent or designee within fifteen (15) workdays of the notice of proposed termination. Failing a resolution, the CHSSA may appeal the matter to arbitration pursuant to 3.26, Level IV of the grievance procedure. No later than 30 calendar days following receipt of the arbitrator's finding, the Board will affirm or deny the report and its decision shall be final. The employee will receive full pay and benefits pending the disposition of the School Board.
- 4.3.1 Each newly hired employee shall serve a probationary period of one hundred twenty (120) calendar days- extending from and including the first day of actual work for the District after the date of appointment by the Board of Education.
- 4.3.2 If, during the one hundred twenty (120) calendar day probationary period, the District terminates the employment of a probationary employee, the termination shall not be appealable through the Grievance Procedure.
- 4.4 The personal life of an employee shall be of no concern to the District except as it may directly impair the employee from properly performing assigned duties during the workday.
- 4.5 Members of this bargaining unit shall participate in each site's building leadership team/liaison groups.
- 4.6 Employees may carry personal cell phones during the workday. Employees may use cell phones for emergencies and school business provided such use does not cause interference or disruption with the instructional program. Personal calls will not be within earshot of students.
- 4.7 All night-shift employees will be afforded, through flexible scheduling, the opportunity to participate in Association meetings and extra-duty and coaching positions, providing there is more than one employee on the same shift, safety is not jeopardized, or that any significant disruption of work would result. Employees participating in such activities will still be required to work their regular number of hours each day. The employee's immediate supervisor will be notified when an employee is planning to participate in the above-mentioned activities. The immediate supervisor and the employee will mutually determine when the hours will be made up. Time will be made up within the pay period. In the event that agreement cannot be reached, the supervisor will make the final determination.

- 4.8 The CHSD will provide an annual statement detailing an employee's base salary, step, and stipend(s).
- 4.9 The use of information derived from any video or audio systems or surveillance devices shall be prohibited for purposes of routine performance evaluation or for routine monitoring employee activities and behavior. With the exception of a criminal investigation, employees will be informed about the use of the above.

#### **ARTICLE V PROTECTION OF EMPLOYEES AND PROPERTY/SAFETY**

- 5.1 The District and the Association agree that effective means for the protection of employees and property are essential to the smooth functioning of the School District. To that end:
- 5.1.1 Each individual has a continuing obligation to perform his/her duties in a safe manner and to exercise reasonable judgment in the use of all equipment and materials. Any failure of an employee who knowingly performs his/her work in an unsafe manner may be grounds for disciplinary action up to and including dismissal. All potential safety hazards are to be brought to the principal's attention at once. Appropriate action shall be taken as soon as practical and reported to those concerned.
- 5.1.2 All accidents and injuries that are job related are to be reported immediately to the appropriate principal/supervisor on appropriate accident forms. Accident investigations at the building level are to be conducted by the principal or his/her designee. Accident forms are to be submitted to Human Resources by the principal/supervisor no later than forty-eight (48) hours after the accident occurs or as soon as reasonably possible.
- 5.1.3 General safety guidelines include:
- A. Wear or use proper protective clothing and equipment required for the job.
  - B. Operate only authorized equipment and machinery.
  - C. Inspect all required tools and equipment required for the job.
  - D. Keep work areas clean and orderly.
  - E. Observe local, state, and federal safety regulations.
- 5.1.4 Uniforms shall be mandatory for all custodians and District bus drivers/monitors. Upon initial hiring, custodial and bus driver/monitor employees will be issued six (6) articles of uniform clothing plus one jacket. Employees will be required to wear district-provided shirts during work hours. Employees may select up to six (6) articles of clothing annually. Jackets may be replaced every three (3) years. The Association will provide input on shirts, jackets, fabrics, and colors each year prior to the purchase period.
- 5.2 Each employee shall be provided with a lockable space at the respective worksite in which the employee may store personal belongings while at work, if requested.

#### **ARTICLE VI RIGHTS OF PARTIES**

- 6.1 The Board agrees to make available to the CHSSA, in response to requests, the following:
- 6.1.1 Budgets as contained in Board minutes or as appendices to Board minutes.
- 6.1.2 Annual audit reports made on the fiscal records of the Cape Henlopen School District pursuant to provisions in Title 29, Section 2906 through 2909, Delaware Code. Such audit reports may be examined in the District Office during regular office hours.
- 6.1.3 The annual published report.
- 6.1.4 The minutes of the Board meetings, appendices, and/or attachments.
- 6.1.5 A matrix for each salary scale.
- 6.1.6 An electronic copy of the Board agenda to be forwarded to each school for posting before the end of the regular school day on the day of each Board meeting. During the summer, one electronic copy will be sent to the CHSSA President.
- 6.2 The Association shall have the right to use school buildings and equipment for Association business in accordance with policies of the Board and 14 Delaware Code, Section 1056.
- 6.3 The Association may use the school office and District interoffice mailing system for the reasonable dissemination of appropriate Association business. The material must clearly identify the individual or organization responsible for the information contained in any such documents. Copies of general request mailings will be given to the building principal prior to the mailings. A separate mailbox will be provided in each building for the CHSSA building representative. One bulletin board in each building will be designated for Association use by the building principal after consultation with the Association.



- 6.4 One electronic copy of current Board policy shall be posted on the District's web site.
- 6.5 Electronic copies of Board of Education meeting tentative agendas and minutes shall be provided to the President of the Association concurrently with their provision to members of the Board of Education. Board materials may be accessed via the Board of Education section on the District's web site.
- 6.6 The Association representative shall have the right to speak to employees during regularly scheduled staff meetings. Upon one day's advanced, written notice to the appropriate administrator, the Association shall be placed on the agenda. A maximum of ten minutes will be granted for this purpose.
- 6.7 Duly authorized representatives of the Association and its respective affiliates shall have the right to transact official Association business on school property so long as such business does not interfere with nor interrupt employees' working hours, nor normal school operations.
- 6.8 Whenever any employee in the bargaining unit is engaged during working hours in collective bargaining, contract grievance proceedings, or administrative meetings, he/she shall suffer no loss of pay/leave time. These meetings will be mutually scheduled to limit the disruption of the instructional day and/or workflow in a building/administrative unit.
- 6.9 The Board shall grant twelve (12) days leave to the CHSSA president or his/her designee. An additional eight (8) days may be used for CHSSA officers or members with prior approval of the CHSSA President. Any of the above-mentioned days may be taken in half-day increments depending on the need as determined by the CHSSA. Any authorized member using Association Leave days shall not suffer loss of sick leave, personal leave, or vacation for time granted under this paragraph. Three (3) working days prior notification shall be necessary except in the case of emergency. The Association will reimburse the Board for the cost of the substitute if employed during the use of this leave.
- 6.10 Each building leadership team will include at least one (1) CHSSA representative. This/these representative(s) will be selected by the CHSSA members within the associated site. At least one member of the CHSSA at the site will be selected by the Association to participate in the selection committee for a site administrator if a committee is created.

## **ARTICLE VII EMPLOYMENT/WORK RIGHTS**

### **7.1 Reduction in Force**

7.1.1. Reductions in Force shall be just cause for dismissal. When a reduction in force is necessary because of decrease of student enrollment, shortage of funds, or a change in the District's need for support staff, the Superintendent shall identify the positions affected by any of the above conditions and provide the reasons to the Association if requested as well as the date that such reductions are deemed necessary and shall make such recommendations to the Cape Henlopen Board of Education for action. Such reduction in force shall be based on the designated categories and on length of uninterrupted District employment within categories and shall be implemented in accordance with the following procedures:

7.1.2 A district-wide seniority list for each category (7:1.4) shall be kept according to the employee's date of employment within each category in which the employee worked. (Date of employment shall mean the first day for which the person receives pay as a regular employee of the district in that category.) When an employee moves from one category to another (transfer or RIF), he/she shall begin/continue earning seniority from his/her initial employment date in that category.

7.1.3 Such lists will:

- A. Include all applicable employees in rank order regardless of the number of hours worked. The employee's date of employment in each category within which the employee worked and the date the employee exited/transferred from each category will be listed.
- B. Be posted in each school by February 15.

Any employee who wishes to appeal his/her placement on this list must do so in writing to the Office of Human Resources before March 1 of the year the list is published. A final list shall be published by March 31. An employee's failure to question, prior to March 1, his/her seniority date and classification on the first published list shall preclude the assertion of incorrect seniority date or classification in challenging a layoff which is to take effect at the end of that school year. An employee's appeal of his/her seniority date or classification must set forth the basis for the appeal.

If an employee's seniority date or classification is different on the second list as compared to the first list, such an employee has five school days from the posting of the second list to appeal the change.

7.1.4 In the event of a reduction in force, the employee(s) with the least seniority in the affected category(ies) shall be subject to the RIF procedures. If an employee is RIFed from one category, he/she shall have seniority rights in another category in

which the employee is listed and has worked for at least two (2) full calendar years providing the employee was not involuntarily transferred from the category for performance deficiencies. Employees to be laid off through RIF procedures shall be notified at least 30 working days prior to the effective date of the lay-off by certified mail, return receipt requested.

Categories are

Custodian  
Custodian Fireman  
Maintenance Mechanic  
Skilled Craftsman  
Instructional Paraeducator  
Computer Laboratory Manager  
Library Manager  
Job Coach  
Behavior Manager  
Service Aide (non-instructional)  
Bus Driver  
Bus Monitor  
Clerk  
Secretary  
Certified Occupational Therapy Assistant (COTA)  
JROTC Instructor  
Technology Specialist  
Technology Technician  
Licensed Interpreter for the Deaf

- 7.1.5 School Board approved leaves of absence shall not interrupt continuous employment, and employees on such leaves are subject to the RIF procedures.
- 7.1.6 Employees who have been dismissed for any reason other than reduction in staff are not subject to the provisions of this policy.
- 7.1.7 An employee who resigns voluntarily and is subsequently rehired shall regain his/her years of previous service after serving the number of years equal to the number of years of separation.
- 7.1.8 When District seniority within the category is equal, the following procedure(s) will be used:
- A. The person(s) with the lesser/least length of uninterrupted service to the District in any employment position will be dismissed.
  - B. If a tie still exists, the following criteria will be used in the following order to resolve the tie:
    - 1. Training as described by state or local salary schedules.
    - 2. Number of years of experience in the specified category in the State of Delaware.
    - 3. Total number of years of experience in the specified category.
    - 4. The Superintendent in concurrence with the principal, the immediate supervisor, and the District supervisor will determine which employee is subject to dismissal.
- 7.1.9 Employees dismissed by way of RIF procedures will be placed on a recall list, maintained by the Personnel Office for a period of one (1) calendar year from the posted date of the certified letter containing the RIF notice with an option to be continued on the list for two (2) additional calendar years. Employees will be offered re-employment in reverse order of their dismissal, each to a position for which s/he is capable of performing the essential functions of the job.

- 7.1.10 Employees who have been "RIFed" and subsequently recalled by the District shall maintain all accumulated seniority which they had established at the time of their "RIFing."
- 7.1.11 It shall be the responsibility of the employees on recall list to inform the Personnel Office in writing of address and/or phone changes and to notify the District no later than one calendar month prior to the expiration of the employee's recall period of their desire to be continued on the recall list for an additional year.
- 7.1.12 When a vacancy occurs in the area of the "RIFed" employee's last employment field, the most senior "RIFed" employee on the recall list will be notified by certified letter, return receipt requested. When notification takes place prior to August 15, an employee on the recall list shall have ten (10) calendar days from the posted date of the District's certified letter to respond by certified mail, return receipt requested. The Superintendent shall interpret no response as a refusal. When notification takes place subsequent to August 15, it may be by telephone to the employee and the employee will be expected to respond within twenty-four (24) hours of the conversation with the employee. Failure to accept the offer shall result in removal from the recall list. If employed when recalled, the employee shall be expected to assume the position as soon as possible, but not to exceed fourteen (14) calendar days. If unemployed, the employee will be expected to assume the position within two (2) calendar days after the acceptance of the recall.
- 7.1.13 Employees on the recall list shall, upon written request, be given first consideration as substitutes within the District.
- 7.1.14 Individuals who have been laid off and who are on the recall list may continue fringe benefits where the company/carrier permits if the employee agrees to pay the premium (s). Information regarding fringe benefits and responsibilities of the "RIFed" personnel will be distributed to all "RIFed" personnel by the District Office within thirty days of notification of "RIFing."

## 7.2 Vacancies, Postings, Transfers, and Reassignments

### 7.2.1 Definitions

- A. Transfer - A transfer is any change in assignment that involves movement from one building/administrative unit to another.
- B. Reassignment - Any substantial change of assignment within one building/administrative unit. The Sussex Consortium is a single administrative unit with multiple locations. A change of position from one Sussex Consortium location to another will be considered a reassignment.
- C. Permanent Position Vacancy - A permanent vacancy is any support position in the district currently unencumbered or expected to become unencumbered by virtue of resignation, retirement, or other similar event, or because it is newly created.
- D. Temporary Position Vacancy - Any support position in the district with a finite duration and/or currently encumbered by an on temporary leave of absence.
- E. Seniority - Length of service in accordance with the Cape Henlopen School District Support Staff RIF List as determined by Article 7.1 Reduction in Force (RIF).

### 7.2.2 The Board and the Association agree that the best educational program results from the selection of a school staff that is well balanced in terms of employee experience, general background, and competencies. Both parties agree that all vacancies will be filled by advertising the vacancy electronically and that each qualified applicant will receive equal consideration for the position. Only those employees who submit the electronic application during the first five (5) days of the posting shall be considered. From among the qualified internal applicants, the top two (2) senior candidates as detailed on the RIF list, shall be afforded an interview for the position. An acceptable attendance pattern and the absence of an operative improvement plan are minimum qualifications. Following the interview process, when all selection criteria (based upon relative knowledge, skills and abilities and including, but not limited to the employee's most recent evaluation) have been met equally by two or more candidates:

- A. From among two or more current employee candidates the most senior current employee will be selected/offered the position.
- B. Among a current employee candidate(s) and candidates not currently employed the most senior current employee will be selected/offered the position.
- C. If an employee is not the successful candidate for the position, he/she may request a meeting with the Supervisor of Human Resources, or he/she may request the reasons he/she was not selected in writing.

- 7.2.3 Vacancy notices shall be posted at least ten (10) work days prior to the closing date for application and five (5) work days in July and August.
- 7.2.4 Any support staff employee who would like to be considered for a transfer must submit a written request to the Human Resources Office when the desired position is posted. Current employees will submit an internal application along with a letter of interest through the online application portal accessed through the posting.
- 7.2.5 For purposes of this Article, categories shall be as set forth in Article 7:1.4. Qualifications for summer positions shall be as determined by the District, shall be directly related to the actual responsibilities of the position, and basic qualifications shall be listed on the vacancy posting,
- 7.2.6 When filling vacancies for summer programs such as summer extended year, early or after school, or any program offered during a time other than the employee contract day, consideration for that position will be given to applicants and the position shall be awarded using the following procedure:
- A. Vacancy announcements shall be posted for all open positions.
  - B. The first right of consideration goes to permanent Cape employees who work in the building/administrative unit and performed satisfactorily within that program during the previous session and are requesting to be employed for the entire upcoming session. The employee must also have current satisfactory performance in their current job assignment and attendance that is in good standing. They may be reappointed by the member of the administrative staff responsible for the program. Interviews will not be required.
  - C. The second right of consideration goes to permanent Cape employees who work in the building/administrative unit and have achieved a satisfactory on all sections of their most recent regular evaluation, attendance is in good standing, and are requesting to be employed for the entire upcoming session. They may be appointed by the member of the administrative staff responsible for the program. Interviews will not be required.
  - D. The third right of consideration goes to permanent Cape employees who do not work within the building/administrative unit and have a satisfactory on their most recent regular evaluation, attendance is in good standing, and are requesting to be employed for the entire upcoming session. They may be appointed by the member of the administrative staff responsible for the program. At the discretion of the program administrator, interviews may be held.
  - E. The last right of consideration goes to the remaining regular Cape employees, temporary employees, and non--employee candidates interviewed for the remaining open positions and those requesting to be employed for only part of the upcoming session. Interviews to be held at the discretion of the administrator.
  - F. Final employment decisions will be made by the Board based upon the recommendation of the Superintendent of Schools.
- 7.2.7 Employer-Initiated Changes in Assignment
- A. Employer-initiated changes in assignment will only occur when change in program or enrollment makes such a change necessary or when a specific problem has been identified. Prior to reassignment occurring, the building administrator will ask all staff (in that category) working in the building/administrative unit if they are interested in the available position. The staff member chosen to be reassigned will be solely at the discretion of the administrator.
  - B. RIF Necessitated Changes: When reduction in force (RIF) causes reassignment/transfer of remaining employees within a classification to become necessary, reassignment/transfer will occur within that classification on a seniority basis for those employees who must be reassigned/transferred. The most senior employee who must be reassigned/transferred will select from the open positions, the position he/she prefers. Remaining open positions shall be offered to less senior employees progressively until all positions are filled.
  - C. In cases where an inter-building transfer may be necessary for reasons other than reduction in force, the person in the classification area where change in assignment is necessary with the least district seniority will be the one selected for transfer, unless this would create a specific defined problem.
  - D. Should an employee's assignment be one that needs additional training or State mandated testing, the member will seek and accomplish the requirements in a timely and agreed upon timeline not to exceed past the current school year.
  - E. In the event an employee has been transferred at the initiation of the employer, because of change in program or enrollment, and within a two (2) calendar-year period following the transfer a vacancy for which the employee is

qualified arises in the prior category at the prior building of the employee, the employee may at his/her option, elect to be transferred to such vacancy. This will be offered on a seniority basis among those similarly situated. A refusal of an offer will forfeit rights to future openings. This right shall take precedence over other transfer and posting rights addressed in this Agreement. In the event of a transfer from one building to another building, the employee is responsible for filing a letter with Human Resources expressing a desire to return to the previous building. Human Resources will review these requests during annual staffing meetings with administrators.

- F. Additional Training: In the event of a substantial change in the work assignment or responsibilities of a ten-month employee, or in the event of an employer-initiated reassignment/transfer of such an employee, when either occurs during the summer break, the District shall make every effort to notify the employee of such change promptly after decisions regarding the change are made.

## **ARTICLE VIII COMMUNICATIONS**

- 8.1 The designated Association building representative of a respective building and an individual of his/her choice and the appropriate building principal or transportation supervisor and an individual of his/her choice will meet at mutually convenient times for the purpose of discussing the administration of this contract and/or issues that affect building employees in this bargaining unit. By mutual agreement, additional persons may be allowed to attend these meetings.
- 8.2 The Association president and an individual of his/her choice will meet with the Superintendent and an individual of his/her choice at mutually convenient times for the purpose of discussing the administration of this contract and/or issues that affect District employees in this bargaining unit. By mutual agreement additional persons may be allowed to attend these meetings.
- 8.3 The Board of Education recognizes that participation of support staff in appropriate meetings (i.e. grade level, building, and district) is in the best interest of the smooth operation of the school system. Support staff shall be invited to participate in employment appropriate meetings and, whenever possible, meeting schedules should coincide with staff members' ability to attend. It is also critical that highlights of such meetings be shared with staff members who are unable to attend.

## **ARTICLE IX IN-SERVICE TRAINING AND EDUCATION**

- 9.1 All employees will be afforded opportunity for in-service training relative to their employment during their regularly scheduled and paid work hours on such days as the District shall determine.
- 9.2 The Board and the CHSSA agree that all employees who have a new assignment/position need to experience a smooth transition into their new positions and receive continued support throughout their first few weeks of employment. This will be accomplished within the District by pairing a new employee with a current employee (coach). The matching of coaches with the new employees is critical to the success of the new employee and will be done by the employee's immediate supervisor. Ideally, there will be a match between the-coach and new employee based on the fundamental considerations listed below:

Building Assignment  
Job Classification  
Grade Level  
Content Area/Responsibilities  
Common Work Times

The assigned coach will work with the immediate supervisor to provide the assistance necessary for success. Up to two (2) full days may be used to work with the coach at the beginning of the assignment. The coach will be encouraged to:

- Form a new partnership with the new person
- Conference with the new employee
- Orient the new employee to the physical site(s)
- Discuss the building assignment
- Act as a resource person
- Model job expectations
- Assist in providing training
- Provide one-on-one assistance

- 9.3 No later than fifteen (15) days after hire, each new employee shall be provided with a package of information outlining the benefits of employment with the District (i.e., fringe benefits), the rules and regulations of the District as they apply to the employee, and such

other information as the District may deem appropriate so as to afford the new employee the opportunity to understand the various benefits available and rules applicable. Such package shall be given to the employee in a meeting called for that purpose at which time an appropriate District Office employee with appropriate knowledge shall discuss the contents with the new employee and attempt to answer questions the new employee may have. Disputes arising over good faith errors or omissions on the part of the District in applying this provision shall not be subject to the arbitration provision of the Grievance Procedure contained herein.

#### **ARTICLE X LEAVES OF ABSENCES/HOLIDAYS/VACATIONS**

- 10.1 Employees shall be entitled to sick leave and other leaves of absence as provided by state statute.
- 10.2 Employees shall be credited with the full number of sick days to which they are entitled for any given school year on July 1 of that school year. Should an employee not work the full year yet has used a larger proportionate share of the days so credited, appropriate deductions will be made from the employee's final paycheck. In the event that the employee has left the district and has been overpaid due to the front loading of sick days, the employee will reimburse the district by the end of the fiscal year.
- 10.3 The Board relies upon its employees to be present each work day. Regular work attendance is necessary to adequately perform job responsibilities and is a component part of an overall satisfactory or better job performance. Whenever an employee is going to be absent from work, the person's assigned supervisor shall be notified prior to the employee's absence. Employees will use AESOP or current online leave reporting system.
- In emergency situations, the employee should notify his/her assigned supervisor prior to the start of his/her scheduled work time and complete the required absence form upon his/her return. The designated supervisor, or his/her designee, will call a substitute if a substitute is to be employed.
- 10.4 Employees in the bargaining unit shall be granted paid leave to appear for legal proceedings related to an incident or crime that occurred on Cape Henlopen School District property or while on official duty representing the Cape Henlopen School District or for other reasons directly related to employment with the District and for which a subpoena has been issued for the employee's appearance as long as the employee is not the defendant who is found guilty.
- 10.5 Leaves of absence for other reasons may be considered on an individual basis. Such leaves, when granted, will be on the basis of an agreement between the Board and the individual employee, provided such agreement is not inconsistent with the terms of this Agreement.
- 10.6 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.
- 10.7 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 no case may assignment be made so as to bring about a reduction in salary experience credit or seniority accrued prior to such leave.
- 10.8 Any member of the Association who holds the office of president in the State or National Education Association will be granted leaves without pay for the full term of his/her presidency.
- 10.9 Vacation and Holidays - 12-month employees
- 10.9.1 Only twelve (12) month support services personnel are eligible for paid vacation leave. These full-time, twelve-month employees earn vacation accordingly:

<u>Years of experience in the District</u>	<u>Per Month</u>	<u>Annually</u>
0-4	1 ¼	15
5-9	1 ½	18
10 and over	1 2/3	20

While vacation days are earned per month, the annual allotment is credited for use each July 1. Persons entering upon duties on or before the 15<sup>th</sup> of a month will receive full vacation credit for that month. Persons entering upon duties after the 15<sup>th</sup> of a month will receive no credit for that month.

In the event that the employee has left the district and has been overpaid due to the front loading of vacation, the employee will reimburse the district by the end of the fiscal year.

- 10.9.2 Support services personnel who receive vacation may carry over a maximum of forty-two (42) days as provided by Delaware Law. The date for carry-over of vacation leave is July 1 of each year. Therefore, anyone who has accrued more than forty-two (42) days as of July 1 will lose the days in excess of forty-two (42).
- 10.9.3 During the regular school year, a maximum often (10) consecutive days may be taken at one time. The maximum number of days which can be taken during the regular school year is fifteen (15), unless an exception is granted by the immediate supervisor. Employees are encouraged to take days when school is not in session.
- 10.9.4 Within each work location, summer vacation requests shall be made by June 1 of each year. The request of the employee shall be considered according to his/her system seniority in each work location. Vacation requests made after June 1 shall be considered on a first come, first served basis. All vacations are subject to approval by the Superintendent, or designee, who may delay or modify the time taken based upon the operational needs of the District.
- 10.9.5 The employer agrees to make whole any employee who suffers proven financial (i.e., nonrefundable deposits) due to any change in approved vacation schedule made at the request of the employer. The affected employee shall notify the Superintendent of such situation within twenty-four hours of his 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.
- 10.9.6 Upon termination of employment for any reason including death of the employee, the employee shall be paid in full for all accumulated vacation time as long as such payment is not inconsistent with applicable state guidelines.
- 10.9.7 In addition to other leaves of absence and/or holidays currently provided through state law, Board policy/directive, or this Agreement all 12 month employees covered by this Agreement shall be given as paid holidays the same days as are given to teachers during the winter breaks. Any holiday falling on a Saturday will be observed on the preceding Friday. Any holiday falling on a Sunday will be observed on the following Monday.
- 10.10 When it is deemed necessary for the smooth operation of a school or program, substitutes for all categories of employees may be hired, at any time during the year, to provide coverage when employees are absent for any reason.
- 10.11 The Board realizes that under certain conditions, it may be necessary for an employee to terminate his/her employment. In such cases, the employee is to give the Superintendent of Schools a minimum of ten (10) work days written notice of resignation. All resignations should be in writing, addressed to the Superintendent of Schools and are binding when approved by the Board. Personal business and sick leave are not paid upon termination of employment. Employees who terminate their employment without proper notice may become ineligible for reemployment consideration for a period of three (3) years.
- 10.12 State Leaves of Absence see Appendix D.

#### **ARTICLE XI GENERAL WORK RULES**

- 11.1 Employees may be called to work on days when school is closed due to inclement weather to avoid possible makeup days, except for 12-month employees, whose conditions during such times are described below. Ten-month employees shall make up the days pursuant to the school calendar so annual pay is not reduced, unless the day(s) is forgiven. Custodial crews will report when notified by the Supervisor of Facilities or his/her designee. All other 12-month employees may be required to report for work after parking areas and entrances are cleared and buildings are prepared for use. This is usually after the first day of school closure. On any days when 12-month employees are not called to work, they shall not suffer loss of pay resulting from such school closing. For those employees who are not able to report for work when called, s/he may use personal leave, or vacation time to cover the absence.  
  
When an impending weather-related emergency closes school early, all employees shall be released as soon as practical after the students leave. If the Supervisor of Facilities or his designee determines a shift will report, second-shift custodians will work an abbreviated shift. In impending weather emergencies, custodians shall not suffer loss of pay during shortened work days.
- 11.2 On days school is delayed due to fog or other unforeseen condition, employees shall delay the start of their day commensurate with the length of the delayed start of school except for chiefs and fireman custodians or their designees who may be called to report on time. No employee shall lose pay or make up time lost during delayed days.

- 11.3 Members of this bargaining unit assigned to traffic management duties shall be trained.
- 11.4 An employee shall not be required or expected to perform all of his/her daily services and all of those of an absent employee when a substitute is not hired to cover the absence. If a substitute is not obtained on the first day of absence, every effort will be made to secure one thereafter
- 11.5 All members of this bargaining unit shall have access to school district computers with internet/intranet capabilities at their work site or appropriate location. Employees shall receive passwords, training, and any other authorization and information necessary to operate the computers and access the internet. Rules of the Acceptable Use Agreement signed by each employee shall be operative.

## **ARTICLE XII CUSTODIAN WORK RULES**

- 12.1 The District will provide custodians with appropriate safety equipment when they are required to work with hazardous materials or under hazardous conditions.
- 12.2 All custodians shall be scheduled for a duty-free lunch as close to the mid-point of their workday as possible.
- 12.3 All custodians shall be scheduled for a break, of at least 15 minutes, during the first and last 120 minute work periods.
- 12.4 The workday for custodians shall be eight (8) hours inclusive of a 30 minute meal period.
- 12.5 The District shall provide training for each custodian and custodian-fireman on the basic operation and maintenance of HVAC systems in the employee's respective buildings, so as to enable each such employee to properly attend to the HVAC when necessary due to the absence of the employee regularly assigned to the boiler or due to emergency situations.
- 12.6 Custodial staff will not be required to report to work during a declared state of emergency. Employees shall suffer no loss of pay in the event of a declared state of emergency resulting in the schools being closed or in the event employees' hours are reduced due to other emergency closings. Any employee who voluntarily works at the district's request during a declared state of emergency will be paid one and one half (1.5) times regular pay or comp time as mutually agreed.
- 12.7 Custodians will clean areas behind the serving line in the cafeteria during the regular school day only after the area is prepared for mopping.
- 12.8 The District shall provide communications devices with outside access for night shift custodians to facilitate work and to use in case of emergencies.
- 12.9 Custodians called to a site for security/boiler checks outside the employee's work day will be paid a minimum of 2 hours at the appropriate rate.
- 12.10 Shifts may be altered to accommodate operational needs and employee safety. When the weather/emergency-related work is completed the custodians will be released from work without loss of pay if time remains on their shift
- 12.11 Schedules for temporary coverage of custodial employees who are out on leave shall be offered on an equitable and rotating basis, according to the District's RIF list. An equitable and rotating basis means that the opportunity is first offered to the most senior employee. If they decline, it is offered to the second most senior employee, and so on until the opportunity is accepted. The next opportunity will be offered to the next most senior employee after the one who accepted the previous opportunity. If all employees decline the opportunity, the District may hire a substitute, if one is available. If all employees decline an opportunity, the next opportunity is first offered to the most senior employee and continues as above.

## **ARTICLE XIII DISTRICT BUS DRIVER AND BUS MONITOR WORK RULES**

- 13.1 The District Transportation Office shall maintain a written list of persons to call in case of emergency. This list shall be distributed to all District drivers and bus monitors and shall be posted in all District buses. The last name on such list will be a 24-hour towing and mechanical service, which will only be called after an attempt has been made to call all other names.
- 13.2 The District shall ensure that all buses are equipped and maintained at least to the minimum standards required by law. Employees shall report all unsafe and hazardous conditions known to them to the Transportation Office who shall investigate and evaluate the conditions and report his/her findings to the reporting employee within three (3) working days.
- 13.3 No child shall be placed on a bus when it is known by the appropriate administrator or nurse that such child is ill unless an attempt has been made to contact parent(s) and if a contact is made with the parents or guardian(s), the child's parent(s) or guardian(s) are unable or unwilling to transport the child.



#### 13.4 Work Schedules

- 13.4.1 The district shall establish all routes two weeks prior to the opening of school. Driver seniority (based on the District RIF list) will be taken into consideration for the route assignments. Monitors will be assigned to routes by the District Transportation Office. Bus Drivers/Monitors shall be paid for set-up time to establish and practice the route and one hour of phone calls. The addition or deletion of students to or from a route may necessitate a change in hours for a designed route.
- 13.4.2 Bus drivers and monitors shall be paid a minimum of 6 hours a day.
- 13.4.3 All Bus Driver/Monitor duties performed during the course of a work week shall be considered compensated work. This shall include bus washes (one per every two weeks), additional bus runs (with or without students), meetings per 13.6, and time spent for mandatory drug testing. Should the number of hours worked exceed 30 per week, Bus Drivers and Monitors shall be paid their hourly rate up until 40 hours at which time Article 20.8 shall apply.
- 13.4.4 Should a Driver's/Monitor's assigned route/job duties require less than 30 hours in a week, the district may assign other transportation duties such as bus washes, inspections, or maintenance runs. No extra pay will be involved until an employee meets the 30 hours for such duties.
- 13.5 The District shall make every effort to maintain a substitute list for bus monitors. Maintenance of such a list does not guarantee that a bus monitor will always be assigned to or available for a bus. The Association is encouraged to provide the Office of Human Resources with ideas to assist in the recruiting of substitute bus monitors.
- 13.6 In order to facilitate communication among employees and their supervisors in the Transportation Department, the department shall conduct paid staff meetings of up to two (2) hours in length to enable all parties to address matters of concern regarding department activities and responsibilities, no less frequently than once every nine (9)-week marking period during the school year.
- 13.7 Transportation employees may be allowed to stop during a bus run for the purpose of using restroom facilities and, except for emergency situations directly related to the employee's responsibilities with the District, use of restroom facilities shall be the only reason for such a stop. Restroom stops may only be made when no students are on the bus.
- 13.8 In order to increase and maintain their bus driving experience, bus monitors with valid bus driver license shall be given the opportunity to drive their regularly scheduled bus run once per month. The regular driver will serve as bus monitor for this run. There will be no modification of salaries for this run.
- 13.9 When the District elects to use a person who they must pay for extra time to drive District buses for maintenance or inspection purposes, or community runs, the district must give District drivers and monitors the opportunity to drive these trips. District drivers and monitors shall be given the opportunity to sign up for these trips at the beginning of each school year. A driver or monitor may request to have his/her name added to or deleted from the list during the year. Three refusals will remove the driver/monitor from the list. Drivers for these trips shall be selected, in a rotational order based on seniority (based on the District's RIF list), from those District drivers or monitors who have requested that his/her name be placed on the rotational list.
- 13.10 Cell phones or other electronic devices shall not be used for personal use by driver or monitor at any time. If an emergency should arise and such a device is needed, either the monitor will make the call, or it would be appropriate to pull the vehicle over or off the road for safety purposes.
- 13.11 As of July 1, 2020, all new hires will be required to obtain their CDL (with S endorsement) within 180 days of their hire date as a requirement of continuous employment with the District.
- 13.12 In the event that no substitute is available for a driver, any monitor who serves as the substitute will be compensated according to the driver salary schedule.

#### ARTICLE XIV SECRETARIAL WORK RULES

- 14.1 All provisions of this Agreement, except those provisions written to apply only to specific employee categories other than secretaries, shall apply to secretaries. Unless otherwise specified, reference to "secretaries" in this Agreement shall include all categories of the secretarial work force except those positions identified as exempt.
- 14.2 A secretary who is temporarily reassigned by action of the Board of Education to a position having a higher rank than that regularly held by the temporarily reassigned secretary shall be paid the salary of the higher-ranking position for the entire period of such temporary reassignment.
- 14.3 The workday for secretaries employed full-time shall be seven and one half (7 1/2) hours, with two (2) 15-minute breaks. Lunch period is excluded from the seven and one half (7 1/2) hours. Within reason, hours of work shall be established by one's immediate supervisor and may only be modified by mutual agreement between employee and immediate supervisor.

- 14.4 All secretaries shall be entitled to a duty-free lunch period during the work day of at least 30 consecutive minutes duration. Secretaries working in buildings without a cafeteria shall receive a duty-free lunch period within the regular work day of at least 60 minutes duration unless a shorter term is mutually agreed between the employee and immediate supervisor.
- 14.5 Secretarial Staffing and Pay Classification
- 14.5.1 All schools shall be staffed with at least one employee classified and paid as a Senior Secretary and one as a Secretary with the exception of the Sussex Consortium.
- 14.5.2 Senior secretary shall be defined as the one primary assistant to a chief building administrator or program or district- wide program and/or district-wide program administrator. Other clerical assistants to such professionals or programs shall hold the title of senior secretary, secretary, clerk or receptionist as appropriate
- 14.5.3 The following positions are exceptions to this definition:
- All staff assigned to the financial office of Business Operations shall be classified and paid as financial secretaries.
  - Unless otherwise posted, all remaining District Office secretaries shall be classified and paid as Senior Secretaries.
- 14.5.4 CHSD shall provide an annual supplement of 50% of the state stipend for training for each category earned by a member of the bargaining unit - professional secretary certificate, certified secretary certificate and bachelor's degree.

#### **ARTICLE XV PARAEDUCATOR WORK RULES**

- 15.1 The work year shall be as defined by the State for full-time Paraeducators, except for Bus Monitors, whose conditions are governed by Article XIII. Required work days in excess of those set by the State, shall be at the Paraeducator's total per diem rate (See Appendix A). The work days within the year may be arranged to correspond with the annual in-service schedule.
- 15.2 Work Hours:
- Full-time Paraeducators work a minimum of seven and one half (7.5) hours per day, which includes a thirty (30) minute duty-free lunch/time. Duty-free lunch/time shall be scheduled at a reasonable time.
- 15.3 Paraeducators shall not substitute for teachers in classes other than those housed in the Paraeducator's regularly assigned building. The parties give consideration to the ramifications such an assignment will have on other tasks of a Paraeducator's job before substituting is assigned. The parties understand that emergency situations arise when positions must be filled on a temporary basis. An emergency shall be defined as an unforeseen circumstance for which the employment of a substitute could not have been planned or executed. When substitution is necessary, Paraeducators will, to the greatest degree possible, be assigned on a rotational basis within the building. On each occurrence when a Paraeducator substitutes continuously and solely for a teacher for three (3) hours or more and has no other staff person in the room to assist, the time substituting will be banked in 1/2-day increments. Banked time may be used as time off with pay in lieu of up to three (3) days per school year. The date of the days used shall be determined by mutual agreement between supervisor and employee.
- 15.4 Except in case of emergency, the District shall not require Paraeducators to attend meetings outside of the regular work day.
- 15.5 Paraeducators who complete a qualified crisis intervention training program that is approved by the District as a requirement of the job shall receive the same stipend paid to professionally certified teachers during non-scheduled work hours.
- 15.6 A Highly Qualified Paraeducator's scheduled salary amount shown on Appendix A including the state's Highly Qualified stipend will be increased for college credits and Department of Education approved in-service credits by the following amounts:
- |       |  |
|-------|--|
| 143   | 15 credits ( <i>w/state's \$662, current total \$805</i> )   |
| \$259 | 30 credits ( <i>w/ state's \$662, current total \$921</i> )  |
| \$491 | 60 credits ( <i>w/state 's \$662, current total \$1153</i> ) |
| \$707 | 90 credits ( <i>w/state's \$662, current total \$1369</i> )  |

#### **ARTICLE XVI TECHNOLOGY TECHNICIAN AND SPECIALISTS WORK RULES**

- 16.1 The workday for technology staff shall be eight (8) hours inclusive of a 30-minute meal period and two (2) fifteen (15) minute breaks.
- 16.2 Normal scheduled hours may be altered to accommodate operational needs and employee safety.
- 16.3 The District will provide technology staff with appropriate safety equipment when they are required to work with hazardous materials or under hazardous conditions.

- 16.4 Technology staff will be assigned a primary building for support services. However, based on operational needs, technology staff may be required to provide support at other District facilities.
- 16.5 Any employee who voluntarily works at the district's request during a declared state of emergency will be paid one and one half (1.5) times regular pay or comp time as mutually agreed.
- 16.6 Technology staff called to a site outside the employee's work day will be paid a minimum of 2 hours at the appropriate rate.

#### **ARTICLE XVII PERSONNEL FILE**

- 17.1 Any employee may review with a representative of the Personnel Office the contents of his/her personnel file with the exception of confidential reference forms and letters. Any such confidential reference forms and letters that are not in the official personnel file and not made available for the employee's perusal during review by the employee may not be used in any disciplinary proceeding, including dismissal, against the employee. The employee shall make a request to the Personnel Office two (2) working days prior to the review of the material. Such review will not normally be made more than three (3) times during the school year and will be made during the regular and normal working hours of the Personnel Office at a mutually agreed upon time.
- 17.2 No material derogatory to an employee's conduct, service, personality, or character shall be placed in the employee's personnel file without the employee receiving a copy. Such material shall be forwarded to the District central file within a period of one (1) year from the date of the memorandum. The employee shall have the right to comment upon material filed and his/her comment shall be reviewed by the Superintendent of Schools or his/her designee and attached to the file copy.
- 17.3 An employee shall be permitted to have non-confidential material in his/her file reproduced. Such reproduction shall be done in the school District Office at the convenience of District Office staff and at the expense of the individual employee except that the District will provide the first copy of requested materials at no expense to the employee.
- 17.4 Files shall not be removed from the District Office building except by appropriate administrative personnel.
- 17.5 A representative of the Association may, at the employee's request, accompany the employee and be present during the employee's review of his/her file.
- 17.6 There shall not be established any separate personnel file other than the official one kept at the District Office building.

#### **ARTICLE XVIII DUES DEDUCTION**

- 18.1 The Board agrees to provide payroll deductions of membership dues for the Cape Henlopen Support Staff Association, the Delaware State Education Association, and the National Education Association and to transmit the monies there from to the Delaware State Education Association according to established procedures of the Delaware State Treasurer, and the laws of the state of Delaware.
- 18.2 The Board also agrees to provide payroll deduction for other state and District approved programs.

#### **ARTICLE XIX MISCELLANEOUS**

- 19.1 If any provision of the Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- 19.2 If any provisions or applications of this Agreement are deemed invalid by the above procedure, the Association and the Board shall meet to discuss the altered portion of this agreement and upon mutual agreement the altered portion of this Agreement may be re-negotiated.
- 19.3 If an individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling of the inconsistent language.
- 19.4 The Board and the Association agree that all practices, procedures, and policies of the District shall clearly exemplify that there shall be no discrimination in the hiring, training, assignment, promotion, transfer, evaluation, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, marital status, domicile (except at time of original hire), or age.
- 19.5 Unless otherwise provided in this agreement, nothing contained herein shall be interpreted and/or implied so as to eliminate, reduce, or otherwise detract from any employee benefit existing prior to its effective date.
- 19.6 Electronic copies of this ratified agreement will be sent to all employees and will be added to the district website for employee access.
- 19.7 The CHSSA Executive Committee will meet with the Superintendent and/or his/her designee(s) at mutually convenient times in order to discuss the administration of any negotiated contract and issues that affect a large number of Support Staff.

- 19.8 A professional development plan will be developed for all support staff groups with input from the Association.

## **ARTICLE XX SALARIES AND BENEFITS**

- 20.1 Employees who are entitled to be paid state salaries and/or benefits under Delaware Law shall be paid the full amount of such salaries and/or benefits, in addition to any salaries and/or benefits paid by the District. 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.

- 20.2 Employees shall be paid local salaries and/or salary supplements pursuant to the attached Appendices.

The Board agrees to provide a local salary supplement to all members of this bargaining unit, as follows:

For Fiscal Year 2021

- \$500 in year 1 for all custodial and technology classifications
- \$1000 in year 1 for all secretary classifications
- \$250 in year 1 for all paraeducator classifications
- \$.50/hour in year 1 for all bus drivers and bus monitors
- Add a step effective year 27/step 28 for all classes, equivalent to 2% over the prior step

For Fiscal Years 2022 through 2024

- Annual local salary schedule increases will be equivalent to ½ of the percentage increase in the District Assessed Value, with a minimum of 1% and not to exceed 2%

For Fiscal Year 2025

- Annual local salary schedule increases will be equivalent to ½ of the percentage increase in the District Assessed Values, with a minimum of 1% and not to exceed 3%

- 20.2.1 Employees shall be placed on the proper step of the appropriate schedule with credit given for experience consistent with state and local guidelines.

- 20.2.2 The schedules set forth in Appendix A (District Bus Drivers and Bus Monitors) shall apply during all hours worked by the District Bus drivers and bus monitors for Consortium field trips, extra runs, and lay-overs.

- 20.2.3 A custodian working a shift commencing after 12:59 pm shall receive a \$0.45 per hour for all hours worked and shall be calculated on the employee's base pay for overtime purposes. Any custodian who, on a temporary basis, works other than the day shift shall receive the same hourly increase in pay for the non-day shift hours worked.

- 20.2.4 Certified Occupational Therapy Assistants (COTAs) and Interpreters will be paid at the appropriate experience step of the non-degree lane of the CHEA/CH SD contract in addition to the appropriate salary provided by the state.

- 20.2.5 Technology employees will receive additional stipends in the same amounts as those paid to secretarial employees (§1309 of Delaware Code) based upon training, college credits, clock hours, and certificates, the value for which is as follows:

- Professional Level 1 = 60 hours \$662
- Certified Level 2 = Associate Degree + 5 years successful experience \$991
- Bachelor's Degree = \$1320

- 20.2.6 All full-time employees will receive, in addition to all other compensation, beginning the fiscal year after the employee's 10<sup>th</sup> year of service to the Cape Henlopen School District:

After Year 10 a \$200.00 stipend to the employee's salary

After Year 15 this stipend will increase to \$500.00

After Year 20 this stipend will be increased to \$1000.00

- 20.3 The District shall provide the following fringe benefits for employees in the bargaining unit who work a minimum of twenty (20) hours per week.

- 20.3.1 A twenty-five thousand dollar (\$25,000) Group Life Insurance Policy with accidental death and dismemberment provisions.
- 20.3.2 For funding for members of the bargaining unit for payment toward the approved state hospitalization plan coverage, the Board agrees to provide up to \$105 per month for the approved state hospitalization plan.
- 20.3.3 For funding for members of the bargaining unit for payment toward a state-approved dental plan, the Board agrees to provide up to \$75 per month. All employees must enroll in a state-approved dental plan to be eligible for the \$75 per month supplement. The Board will not provide the State-supported premium cost for an Employee who is ineligible for coverage as defined by the State of Delaware. An Employee who is otherwise eligible for a district contribution may not receive a cash equivalent of the contribution in lieu of the coverage itself.

The District will make the same maximum monthly contribution toward such a plan as the District does in the CHEA-CHSD contract.

- 20.4 An employee who is otherwise eligible for a District contribution to any of the fringe benefits in this agreement may not receive a cash equivalent of the contribution in lieu of the coverage itself.
- 20.5 The District shall pay the full cost of annual physical examinations for employees required to hold a bus driver's license. The District may designate the physician or physicians approved for conducting such physicals.
- 20.6 The District shall reimburse employees at the state of Delaware rate for all miles driven in personal cars on District business, which is required and approved by the District. All reimbursements for such travel shall be in accordance with Board Policy.
- 20.7 All full-time employees shall be scheduled for a duty-free lunch/time period.
- 20.8 Overtime
  - 20.8.1 For purposes of pay, overtime shall be defined as time worked by an employee in excess of forty (40) hours per week.
  - 20.8.2 An employee shall be paid for all hours s/he works beyond his/her regularly scheduled work week upon prior approval. Pay shall be at the employee's regular hourly rate. Any employee working over forty (40) hours per week shall be paid at the rate of one and one-half (1.5) times their regular rate of pay for overtime worked on Monday through Saturday, unless such a day is a legal holiday, and at the rate of two (2.0) times their regular rate of pay for overtime worked on Sundays or legal holidays. By mutual agreement, comp time may be substituted for pay at the straight time, 1.5, or 2.0 rates, respectively.
  - 20.8.3 District will make every effort to include pay for overtime worked during a given pay period in the check received immediately following the pay period in which the work was performed.
  - 20.8.4 In the event employees in the bargaining unit are hired by the District for extra-duty or coaching positions, the pay and conditions shall be as set forth in the contract between the School District and the Cape Henlopen Education Association. Such work shall not be considered overtime for purposes of applying this Agreement.
  - 20.8.5 For purposes of assigning overtime, overtime shall be defined as time worked by an employee in excess of the employee's regularly assigned hours per week.
  - 20.8.6 Overtime work shall be assigned to employees within the classification of the work to be performed, by building, according to rotational seniority, based on the District's RIF list; that is, at the beginning of each fiscal year, such work will first be offered to the most senior employee in the classification in the building. Subsequent overtime shall then be offered to progressively less senior employees until the entire list of employees in the classification in the building has been exhausted, at which time the process shall be repeated. If the overtime work has been offered to all such employees and all such employees have refused, the District may then require the least senior such employee to perform the work. Each time this situation occurs the next most senior employees on the list will be required to perform the work. This reverse seniority assignment of involuntary overtime shall be done on a continuous basis, not on an annual basis. In case of emergency or if special skills are needed, this rotational schedule shall not apply.
    - A. For purposes of applying 20:8.6 to custodians, the following building combinations shall be considered as one building:
      - 1. Fred Thomas Building, Shields Elementary Building,
    - B. For the purpose of applying 20:8.6 to District bus drivers and bus monitors, only extra trips which are connected with the District shall apply. Drivers and bus monitors shall be considered in the same classification for purposes of overtime. District drivers and monitors will be used for all extra trips connected with the District
    - C. The assignment rules in 20:8.6 would not apply when a particular employee needs a short period of time (e.g., 1-2 hours) to complete a task begun by that employee during the regular workday, such completion as must occur prior to the next regular workday. In such cases, compensatory time would be earned by the employee.

- 20.9 The District will reimburse employees for tuition for college level courses approved by the District and related to the employee's duties with the District. The following rules shall apply to this program:
- 20.9.1 All courses must have prior approval of the District. Prior approval can only be granted through the proper processing of a "Credit for Professional Activities Prior Approval Form" available in each school office.
- 20.9.2 The maximum individual reimbursement shall be limited to the undergraduate per-credit hour tuition charge made by the University of Delaware. The District will only reimburse for tuition.
- 20.9.3 During any fiscal year an employee shall be reimbursed for no more than the equivalent cost of three undergraduate credits taken at the University of Delaware.
- 20.9.4 Reimbursement will be contingent upon the employee submitting a personal reimbursement form, an official transcript of work successfully completed, and a properly documented receipt from the college or university showing that the fee has been paid.
- 20.9.5 The District shall annually budget six thousand (\$6000) dollars for the purpose of reimbursing employees for tuition. Courses will be reimbursed by dividing \$3000 dollars by the number of applicants each semester and distributing said amount to each, subject to a maximum of the tuition for said course at the University of Delaware rate.
- 20.10 CHSD will pay into the Delaware State Flexible Spending Account \$500 on behalf of each fulltime (30 hours per week) member and a pro-rated amount for part-time (18.75 hours per week) employee who properly enrolls. The plan shall be administered pursuant to applicable procedures, laws, and regulations. In lieu of participation in the Delaware State Flexible Spending Account, an employee may elect to receive a taxable payment of \$350 to be distributed in paychecks throughout the year. From January 1, 2010 and thereafter, the amount available to each full-time or prorated bargaining unit member shall be equal to that received by bargaining unit members represented by CHEA or \$500, whichever is greater.

#### **ARTICLE XXI EMPLOYEE EVALUATION**

- 21.1 All employees shall be evaluated a minimum of once per contract year maximum of three per contract year on an instrument developed mutually between the CHSD and the CHSSA.
- 21.2 The annual evaluation will be the summary of the employee's job performance as evidenced through direct observation or reliable documentation by the employee's supervisor.
- 21.3 The evaluation shall be a fair and accurate assessment of the employee's performance. It may also include suggestions for improved performance. The employee may attach a response to the summative evaluation which will be attached to the form. The employee may ask for a conference with the evaluator after receiving the evaluation.
- 21.4 In cases of an overall unsatisfactory evaluation, the employee and supervisor shall jointly create a targeted, specific, and achievable improvement plan for areas of documented deficiency. The timeframe for completion of the improvement plan shall be appropriate to achieve satisfactory performance. The supervisor has the final say as to targets and timelines only if a plan cannot be jointly agreed to.

#### **ARTICLE XXII DRUG AND ALCOHOL TESTING**

- 22.1 CHSSA AND CHSD believe that our work environment must be drug free. Alcohol, illegal drugs, marijuana, or other drugs prescribed by a physician that impair an employee's performance at work have no place in the workplace. CHSD Board Policy 130 outlines the expectations for a drug-free workplace.
- 22.2 Procedures for drug or alcohol testing of employees for reasonable cause.
- 22.2.1 An employee may only be requested to take a drug or alcohol test if two administrators have reasonable cause to believe that the employee's faculties are impaired while at work due to drug or alcohol use. "Reasonable cause" exists when an employee exhibits behavior that suggests impairment from drug or alcohol use or when job performance or safety is affected. A determination of reasonable cause that an employee is under the influence shall be based on objective factors including but not limited to the possession of an open container of alcohol, detection of the odor of alcohol on the employees' breath or an impairment in the employee's speech or motor activities which appears to be caused by the consumption of alcohol or illegal consumption of a controlled substance. Transportation workers are also subject to random drug testing in accordance with US Department of Transportation regulations.

## 22.3 Definitions:

- 22.3.1 **Drug:** Any vegetable or chemical substance that produces physical, mental, emotional, or behavioral change in user. Drugs include all alcoholic beverages, narcotics, analgesics, stimulants, depressants, including heroin, cocaine, marijuana, hashish and otherwise controlled substances or medications other than those sold to the public on a non-prescription basis or those prescribed to the employee by a licensed physician. Drug shall also include look-alike substances. All references to "Drug" or "Drugs" includes possession, use, or distribution of a Prescription Drug that has not been prescribed by a licensed physician and/or possession, use, or distribution of a Prescription Drug in the dosage or amounts that exceeds that dosage or amounts prescribed for the individual by a licensed physician.
- 22.3.2 **Drug Paraphernalia:** Paraphernalia includes objects used to manufacture, compound, convert, produce, process, prepare, analyze, pack, repack, store, conceal, inject, ingest, inhale or otherwise provide a means to enter the human body. It is unlawful for any person to use, or to possess with intent to use, drug paraphernalia (Chapter 47, Uniform Controlled Substances Act, Sub-chapter V, §4771).
- 22.3.3 **Professional Development Days:** During the regular work hours, consumption of alcoholic beverages will be prohibited.
- 22.3.4 **Non-Prescription Drug:** A non-controlled substance used for medical reasons.
- 22.3.5 **Possession:** Implies that an employee has unauthorized Drugs or unauthorized Prescription Drugs on his/her person or with his/her personal property or under his/her control by placement of and knowledge of the whereabouts of same within the School Environment or during school-related activities. Not included as "in possession" is any substance that has been prescribed by a licensed physician and is present only in the dosage or amounts prescribed for the person.
- 22.3.6 **Prescription Drug:** A controlled substance dispensed directly by a medical practitioner or by a pharmacy with a written prescription from the practitioner. Employees currently taking a prescribed medication from their own physician must carry it in the labeled container provided by a licensed pharmacist. All medication must be kept in its original container (Chapter 47, Uniform Controlled Substances Act, Subchapter 4, §4758).
- 22.3.7 **School Environment:** Within or on school property, including building, grounds, or vehicles. This includes field trips, ski trips, student conferences and other such activities away from the school where students are involved, including special functions for chaperons, coaches, etc. (This does not include public events open to adults where staff have no assigned responsibility. The term also does not include the discretionary use of alcoholic beverages for social purposes, in amounts not in violation of state law, by an employee who is away from District properties, where the use occurs after the conclusion of the conference and when the employee is not supervising or is not responsible for the conduct and welfare of public school students.)
- 22.3.8 **Unauthorized:** That which is prohibited by board policy or by State or Federal law.
- 22.3.9 **Use:** Implies that an employee is reasonably known to have assimilated an unauthorized Drug or is reasonably found to be under the influence of same within the School Environment or during a school-related activity.
- 22.3.10 **Illegal Substances:** Any and all substances listed in Title 16; Chapter 47 of the Uniform Controlled Substance Abuse Act.
- 22.3.11 **Zero Tolerance:** It is against the law for anyone to possess illegal substances. All cases must be reported to the police.

## 22.4 TESTING PROCEDURES: To be conducted per the facilities protocol.

- 22.4.1 If there is a determination there is reasonable cause to believe an employee is under the influence, no discipline shall be imposed in the absence of a confirmatory test unless the employee's behavior provides a separate basis for discipline.
- 22.4.2 If the District decides to pursue a confirmatory test, the District shall adhere to the following procedure:
  - 22.4.2.1 The two administrators will fill out and sign the CHSD Reasonable Cause Evaluation Form. An administrator shall obtain the employee's signature on the form and provide the employee with a copy of the form prior to taking the employee to the collection site.
  - 22.4.2.2 The employee will be asked, with due regard for privacy, to submit a blood and/or urine specimen at a local collection site for alcohol and drug testing. The Assistant Superintendent-or his/her designee will accompany the employee to the local collection site.

22.4.2.3 If the employee is taking a Prescription Drug, the employee shall disclose that fact and the laboratory will follow its established procedure for verifying the authenticity of the prescription.

22.4.2.4 With regard to alcohol, a positive test result shall be alcohol concentration of .02, or more. Alcohol concentration of .02, or more, means alcohol in a sample of an employee's blood equivalent to .02, or more, grams of alcohol per hundred milliliters of blood; or an amount of alcohol in a sample of an employee's breath (measured by a Breathalyzer test) equivalent to .02 or more grams per two hundred ten liters of breath.

22.4.2.5 With regard to Drugs, discipline will be imposed if a National Institute on Drug Abuse certified laboratory confirms an initially positive test result by gas chromatography/mass spectrometry (GC/MS). These five drugs or classes of drugs, Cannabinoids Metabolite, Cocaine Metabolite, Opiate, Phencyclidine, Amphetamines, as well as the confirmatory test levels, are taken from the Federal Health and Human Services standards per the State of Delaware Contract for such services. If the Federal Health and Human Services standards changes its Drug Testing Procedures by adding drugs or classes of drugs, these Procedures shall be modified to add such drugs or classes of drugs, including the confirmatory test levels adopted by the Federal Health and Human Services.

22.4.2.6 The costs of testing will be paid by the District.

22.4.2.7 If an employee is tested, the employee shall be placed on leave with pay pending the District's determination.

22.4.2.8 The District shall make a determination as soon as practicable.

22.4.2.9 The imposition of discipline, if any, shall occur only after confirmation of the applicable test.

22.4.2.10 If the drug and/or alcohol test is negative, there shall be no reference to such a test in the employee's personnel file.

## 22.5 Refusal to consent to testing:

If the employee refuses to sign the District's Reasonable Cause Evaluation Form, the collection site's consent form and/or refuses to submit to the testing when reasonable cause exists, such refusal shall be deemed a positive test result.

## 22.6 Consequences of a positive test:

The discipline for an employee, who tests positive for drugs, is set forth below:

Violation	Discipline
1. Positive test for drugs	Appropriate discipline which may include termination, but at a minimum suspension without pay for up to 90 workdays, and participation in a substance abuse program.
2. If the results of an employee's test for drugs are not a complete negative, but fall below the threshold for discipline, a record of those results shall be placed in the employee's file for a period of two years only. The employee would have the right to attach to those results a description of the circumstances surrounding the results of that test. If the employee were to come under reasonable suspicion and be tested again during that two year period, the following would apply:	<ul style="list-style-type: none"><li>• If the results of the second test are negative, no further action would occur, and the original results would be removed from the employee's file at the end of the original two years.</li><li>• If the results of the second test were as the first test (not a complete negative but below the threshold), the employee would be subject to mandatory evaluation and completion of an education program and/or treatment if recommended by an agency approved by the State of Delaware, Department of Public Safety, Office of Highway Safety.</li><li>• If the results of the second test were positive (above the threshold), and depending on the circumstances surrounding both tests, the first test results would be considered in deciding the discipline for the positive test.</li></ul>



The discipline for an employee who tests positive for alcohol is set forth below. For purposes of this section, a "second offense" is any incident within 5 years of the 1<sup>st</sup> offense. A "third offense" is any incident within 5 years of the 2<sup>nd</sup> offense.

Violation	Discipline
Blood Alcohol Concentration (BAC) equal to .02	FIRST OFFENSE
	Employee is sent home and charged one day personal leave. Mandatory evaluation and completion of education program and/or treatment if recommended by an agency approved by the State of Delaware, Department of Public Safety, Office of Highway Safety.
	SECOND OFFENSE
BAC greater than .02, but less than .08	Employee is suspended for 5 days without pay. Mandatory evaluation and completion of education program and/or treatment if recommended by an agency approved by the State of Delaware, Department of Public Safety, Office of Highway Safety.
	THIRD OFFENSE
	Employee is suspended a minimum of 90 workdays without pay with the possibility of termination. If not terminated, the employee must also complete education program and/or treatment if recommended by an agency approved by the State of Delaware, Department of Public Safety, Office of Highway Safety.
	FIRST OFFENSE
	Employee is suspended for 5 days without pay. Mandatory evaluation and completion of education program and/or treatment if recommended by an agency approved by the State of Delaware, Department of Public Safety, Office of Highway Safety.
	SECOND OFFENSE
	Employee is suspended a minimum of 90 workdays without pay with the possibility of termination. If not terminated, the employee must also complete education program and/or treatment if recommended by an agency approved by the State of Delaware, Department of Public Safety, Office of Highway Safety.
	THIRD OFFENSE
	Termination

#### FIRST OFFENSE

BAC greater than or equal to .08

Employee is suspended a minimum of 90 workdays without pay with the possibility of termination. If not terminated, the employee must also complete education program and/or treatment if recommended by an agency approved by the State of Delaware, Department of Public Safety, Office of Highway Safety.

#### SECOND OFFENSE

Termination

Refusal to submit to the testing procedure

Employee is suspended a minimum of 90 workdays without pay with the possibility of termination. If not terminated, the employee must also complete education program and/or treatment as recommended by an agency approved by the State of Delaware, Department of Public Safety, Office of Highway Safety.

#### 22.5 Right to a Representative

The employee has the right to request an opportunity to talk to a representative prior to signing the CHSD Reasonable Cause Evaluation Form. However, the District will wait no more than 30 minutes for such a representative to appear. If the employee requests the presence of an employee, the District will provide such an employee with coverage so that the employee is available within 30 minutes.

#### 22.6 Documentation

In order to have a written record of reasonable cause that an employee is "under the influence," the administrators shall fill out the CHSD Reasonable Cause Evaluation Form and give the employee a copy of the form prior to testing.

#### 22.7 Confidentiality

Test results are highly confidential. The drug testing laboratory informs only the Superintendent or designee.

**ARTICLE XXIII DURATION**

This agreement shall be effective as of July 1, 2020 and shall continue in full force and effect until a successor is ratified and signed by the parties.

In Witness Whereof, the parties hereto have caused this Agreement to be signed by their respective representatives on this \_\_\_\_\_ day of June, 2020.

**Cape Henlopen Support Staff Association**

By: *Tina Estes*  
Date: *6/26/2020*  
By: *Lisa Hump*  
Date: *6/26/2020*

**Cape Henlopen School District**

By: *K. Long*  
Date: *6/11/2020*  
By: *[Signature]*  
Date: *6/11/2020*

**FISCAL YEAR 2021  
LOCAL SALARY SCHEDULE**

<b>EXPERIENCE</b>	<b>STEP</b>	<b>CUSTODIAN</b>	<b>FIREMAN</b>	<b>SKILLED CRAFTPERSON &amp; MAINTENANCE MECHANIC</b>	<b>TECHNOLOGY TECHNICIAN &amp; SPECIALIST</b>
<b>YRS</b>	<b>Step</b>	<b>20-21</b>	<b>20-21</b>	<b>20-21</b>	<b>20-21</b>
0	1	6322	6983	11575	13136
1	2	6550	7245	11852	13328
2	3	6794	7511	12634	13515
3	4	7045	7794	12427	13891
4	5	7309	8082	12726	14166
5	6	7579	8388	13031	14605
6	7	7860	8703	13346	15047
7	8	8155	9033	13664	15491
8	9	8466	9729	13992	16315
9	10	8781	9730	14335	17144
10	11	9115	10099	14680	17969
11	12	9457	10481	15032	17969
12	13	9816	10880	15395	17969
13	14	10189	11295	15769	17969
14	15	10576	11727	16153	17969
15	16	10979	12175	16541	19311
16	17	11400	12642	16943	19311
17	18	11837	13129	17353	19311
18	19	12286	13634	17777	19311
19	20	12759	14160	18208	19311
20	21	13253	14706	18651	19311
21	22	13761	15273	19375	19311
22	23	13761	15273	19375	19311
23	24	13761	15273	19375	19311
24	25	13761	15273	19375	19311
25	26	13761	15273	19375	20254
26	27	14036	15273	19375	20254
27	28	14036	15578	19763	21427
28	29	14036	15578	19763	21856
29	30	14036	15578	19763	21856
30	31	14036	15578	19763	21856

**FISCAL YEAR 2021  
LOCAL SALARY SCHEDULE**

<b>EXPERIENCE</b>	<b>STEP</b>	<b>CLERK</b>	<b>SECRETARY</b>	<b>SENIOR SECRETARY</b>	<b>FINANCIAL &amp; ADMINISTRATIVE SECRETARY</b>
<b>YRS</b>	<b>Step</b>	<b>20-21</b>	<b>20-21</b>	<b>20-21</b>	<b>20-21</b>
0	1	7544	8113	8651	9194
1	2	7742	8327	8886	9441
2	3	7943	8548	9121	9693
3	4	8151	8773	9365	9955
4	5	8366	9005	9615	10221
5	6	8589	9248	9873	10501
6	7	8816	9496	10142	10783
7	8	9052	9749	10412	11078
8	9	9288	10013	10696	11380
9	10	9541	10281	10985	11691
10	11	9793	10558	11288	12084
11	12	10058	10846	11596	12342
12	13	10332	11140	11911	12682
13	14	10613	11448	12239	13035
14	15	10900	11761	12576	13397
15	16	11197	12083	12925	13767
16	17	11502	12415	13282	14149
17	18	11817	12757	13654	14543
18	19	12143	13111	14031	14951
19	20	12476	13474	14421	15369
20	21	12821	13848	14825	15802
21	22	13175	14233	15240	16246
22	23	13175	14233	15240	16246
23	24	13175	14233	15240	16246
24	25	13175	14233	15240	16246
25	26	13175	14233	15240	16246
26	27	13175	14233	15240	16246
27	28	13438	14518	15545	16571
28	29	13438	14518	15545	16571
29	30	13438	14518	15545	16571
30	31	13438	14518	15545	16571

**FISCAL YEAR 2021  
LOCAL SALARY SCHEDULE**

<b>EXPERIENCE</b>	<b>STEP</b>	<b>SERVICE AIDE</b>	<b>PARAEDUCATOR</b>	<b>JOB COACH, COMPUTER, LIBRARY &amp; BEHAVIOUR MANAGERS</b>
<b>YRS</b>	<b>Step</b>	<b>20-21</b>	<b>20-21</b>	<b>20-21</b>
0	1	250	1895	4244
1	2	250	1935	4340
2	3	250	1972	4431
3	4	250	2010	4527
4	5	250	2048	4618
5	6	250	2086	4711
6	7	250	2126	4805
7	8	250	2165	4898
8	9	250	2203	4991
9	10	250	2241	5084
10	11	250	2277	5176
11	12	250	2316	5270
12	13	250	2351	5357
13	14	250	2386	5439
14	15	250	2420	5526
15	16	250	2456	5609
16	17	250	2490	5695
17	18	250	2526	5778
18	19	250	2561	5865
19	20	250	2596	5949
20	21	250	2634	6033
21	22	250	2666	6117
22	23	250	2702	6203
23	24	250	2742	6300
24	25	250	2782	6399
25	26	250	2823	6503
26	27	250	2823	6503
27	28	250	2879	6633
28	29	250	2879	6633
29	30	250	2879	6633
30	31	250	2879	6633

**FISCAL YEAR 2021  
LOCAL SALARY SCHEDULE**

EXPERIENCE	STEP	BUS DRIVERS								
		19-20 STATE HOURLY	19-20 LOCAL HOURLY	TOTAL HOURLY	20-21 STATE HOURLY	20-21 LOCAL HOURLY	TOTAL HOURLY	20-21 *6/DAY	20-21 *173 DAYS	20-21 ANNUAL LOCAL SALARY
0	1	12.868404	5.515030	18.383434	12.868404	6.015030	18.883434	36.09	6,244	6,244
1	2	13.057506	5.596074	18.653580	13.057506	6.096074	19.153580	36.58	6,328	6,328
2	3	13.234001	5.671715	18.905715	13.234001	6.171715	19.405715	37.03	6,406	6,406
3	4	13.423102	5.752758	19.175860	13.423102	6.252758	19.675860	37.52	6,490	6,490
4	5	13.612204	5.833802	19.446006	13.612204	6.333802	19.946006	38.00	6,574	6,574
5	6	13.788698	5.909442	19.698140	13.788698	6.409442	20.198140	38.46	6,653	6,653
6	7	13.977800	5.990486	19.968286	13.977800	6.490486	20.468286	38.94	6,737	6,737
7	8	14.154296	6.066127	20.220422	14.154296	6.566127	20.720422	39.40	6,816	6,816
8	9	14.343396	6.147170	20.490566	14.343396	6.647170	20.990566	39.88	6,900	6,900
9	10	14.532498	6.228213	20.760712	14.532498	6.728213	21.260712	40.37	6,984	6,984
10	11	14.708993	6.303854	21.012847	14.708993	6.803854	21.512847	40.82	7,062	7,062
11	12	14.898094	6.384897	21.282991	14.898094	6.884897	21.782991	41.31	7,147	7,147
12	13	15.087196	6.465941	21.553138	15.087196	6.965941	22.053138	41.80	7,231	7,231
13	14	15.263691	6.541582	21.805273	15.263691	7.041582	22.305273	42.25	7,309	7,309
14	15	15.452792	6.622625	22.075417	15.452792	7.122625	22.575417	42.74	7,393	7,393
15	16	15.629287	6.698266	22.327553	15.629287	7.198266	22.827553	43.19	7,472	7,472
16	17	15.818389	6.779310	22.597699	15.818389	7.279310	23.097699	43.68	7,556	7,556
17	18	16.007490	6.860353	22.867843	16.007490	7.360353	23.367843	44.16	7,640	7,640
18	19	16.183985	6.935994	23.119979	16.183985	7.435994	23.619979	44.62	7,719	7,719
19	20	16.373087	7.017037	23.390125	16.373087	7.517037	23.890125	45.10	7,803	7,803
20	21	16.562188	7.098080	23.660268	16.562188	7.598080	24.160268	45.59	7,887	7,887
21	22	16.745853	7.176794	23.922648	16.745853	7.676794	24.422648	46.06	7,969	7,969
22	23	16.745853	7.176794	23.922648	16.745853	7.676794	24.422648	46.06	7,969	7,969
23	24	16.745853	7.176794	23.922648	16.745853	7.676794	24.422648	46.06	7,969	7,969
24	25	16.745853	7.176794	23.922648	16.745853	7.676794	24.422648	46.06	7,969	7,969
25	26	16.745853	7.176794	23.922648	16.745853	7.676794	24.422648	46.06	7,969	7,969
26	27	16.745853	7.176794	23.922648	16.745853	7.676794	24.422648	46.06	7,969	7,969
27	28	16.745853	7.176794	23.922648	16.745853	7.830330	24.576184	46.98	8,128	8,128
28	29	16.745853	7.176794	23.922648	16.745853	7.830330	24.576184	46.98	8,128	8,128
29	30	16.745853	7.176794	23.922648	16.745853	7.830330	24.576184	46.98	8,128	8,128
30	31	16.745853	7.176794	23.922648	16.745853	7.830330	24.576184	46.98	8,128	8,128

**FISCAL YEAR 2021  
LOCAL SALARY SCHEDULE**

EXPERIENCE	STEP	BUS MONITORS								
		19-20 STATE HOURLY	19-20 LOCAL HOURLY	TOTAL HOURLY	20-21 STATE HOURLY	20-21 LOCAL HOURLY	TOTAL HOURLY	20-21 *6/DAY	20-21 *173 DAYS	20-21 ANNUAL LOCAL SALARY
0	1	9.839195	4.216798	14.055992	9.839195	4.716798	14.555992	28.30	4,896	4,896
1	2	10.066117	4.314050	14.380167	10.066117	4.814050	14.880167	28.88	4,997	4,997
2	3	10.305645	4.416705	14.722350	10.305645	4.916705	15.222350	29.50	5,104	5,104
3	4	10.532567	4.513957	15.046525	10.532567	5.013957	15.546525	30.08	5,204	5,204
4	5	10.759489	4.611209	15.370698	10.759489	5.111209	15.870698	30.67	5,305	5,305
5	6	10.999018	4.713865	15.712883	10.999018	5.213865	16.212883	31.28	5,412	5,412
6	7	11.225940	4.811117	16.037057	11.225940	5.311117	16.537057	31.87	5,513	5,513
7	8	11.452861	4.908369	16.361231	11.452861	5.408369	16.861231	32.45	5,614	5,614
8	9	11.692390	5.011024	16.703415	11.692390	5.511024	17.203415	33.07	5,720	5,720
9	10	11.919312	5.108276	17.027588	11.919312	5.608276	17.527588	33.65	5,821	5,821
10	11	12.146234	5.205529	17.351763	12.146234	5.705529	17.851763	34.23	5,922	5,922
11	12	12.385763	5.308184	17.693947	12.385763	5.808184	18.193947	34.85	6,029	6,029
12	13	12.612685	5.405436	18.018121	12.612685	5.905436	18.518121	35.43	6,130	6,130
13	14	12.839607	5.502689	18.342296	12.839607	6.002689	18.842296	36.02	6,231	6,231
14	15	13.079136	5.605344	18.684480	13.079136	6.105344	19.184480	36.63	6,337	6,337
15	16	13.306057	5.702596	19.008653	13.306057	6.202596	19.508653	37.22	6,438	6,438
16	17	13.532980	5.799848	19.332828	13.532980	6.299848	19.832828	37.80	6,539	6,539
17	18	13.772508	5.902503	19.675011	13.772508	6.402503	20.175011	38.42	6,646	6,646
18	19	13.999430	5.999756	19.999186	13.999430	6.499756	20.499186	39.00	6,747	6,747
19	20	14.226351	6.097008	20.323359	14.226351	6.597008	20.823359	39.58	6,848	6,848
20	21	14.465880	6.199663	20.665543	14.465880	6.699663	21.165543	40.20	6,954	6,954
21	22	14.708764	6.303756	21.012519	14.708764	6.803756	21.512519	40.82	7,062	7,062
22	23	14.708764	6.303756	21.012519	14.708764	6.803756	21.512519	40.82	7,062	7,062
23	24	14.708764	6.303756	21.012519	14.708764	6.803756	21.512519	40.82	7,062	7,062
24	25	14.708764	6.303756	21.012519	14.708764	6.803756	21.512519	40.82	7,062	7,062
25	26	14.708764	6.303756	21.012519	14.708764	6.803756	21.512519	40.82	7,062	7,062
26	27	14.708764	6.303756	21.012519	14.708764	6.803756	21.512519	40.82	7,062	7,062
27	28	16.745853	6.303756	23.049609	16.745853	6.939831	23.685684	41.64	7,204	7,204
28	29	16.745853	6.303756	23.049609	16.745853	6.939831	23.685684	41.64	7,204	7,204
29	30	16.745853	6.303756	23.049609	16.745853	6.939831	23.685684	41.64	7,204	7,204
30	31	16.745853	6.303756	23.049609	16.745853	6.939831	23.685684	41.64	7,204	7,204



## APPENDIX: B

### § 4013. Collective bargaining agreements

(c) The public school employer and the exclusive bargaining representative shall negotiate written grievance procedures by means of which bargaining unit employees, through their collective bargaining representatives, may appeal the interpretation or application of any term or terms of an existing collective bargaining agreement; such grievance procedures shall be included in any agreement entered into between the public school employer and the exclusive bargaining representative.

(1) A provision to limit binding arbitration to claims that the terms of the collective bargaining agreement have been violated, misinterpreted or misapplied;

(2) A provision to prohibit claims relating to the following matters from being processed through binding arbitration:

- a. Dismissal or nonrenewal of employees covered by Chapter 14 of this title;
- b. Dismissal or nonrenewal of employees not covered by Chapter 14 of this title unless the controlling collective bargaining agreement provides that such matters are subject to binding arbitration; c. Delaware law;
- d. Rules and regulations of the Delaware Department of Education or State Board of Education;
- e. The content of or conclusions reached in employee observations and evaluations unless the controlling collective bargaining agreement for employees not covered by Chapter 14 of this title provides that such matters are subject to binding arbitration; f. Federal law;
- g. Rules and regulations of the United States Department of Education;
- h. Policies of the local school board; and
- i. Matters beyond the scope of the public school employer's authority;

(3) A provision to select arbitrators by lottery from a panel of qualified arbitrators designated by the Public Employment Relations Board. In designating the panel, the Public Employment Relations Board shall prefer former judges who served on a Delaware constitutional court or on the United States District Court for the District of Delaware, and shall supplement the panel by adding qualified labor arbitrators;

(4) A provision to empower the Public Employment Relations Board to administer arbitrations pursuant to regulations adopted by the Public Employment Relations Board;

(5) A provision to require that disputes relating to whether a matter is arbitrable be ruled upon by the arbitrator prior to hearing the merits of the dispute, and, if the arbitrator determines that the dispute is arbitrable, a provision to require that the same arbitrator schedule a second hearing to hear the merits of the dispute;

(6) A provision to assess against the losing party the arbitrator's fees and expenses incurred in determining whether a dispute is arbitrable; and

(7) A provision to require that the arbitrator's fees and expenses incurred in deciding the merits of a dispute be evenly divided between the parties.

APPENDIX: C

**GRIEVANCE/COMPLAINT FORMS**

NOTHING IN THIS PROCEDURE PREVENTS THE EMPLOYEE AND SUPERVISOR FROM "ENGAGING IN INFORMAL DISCUSSIONS TO RESOLVE THE GRIEVANCE/COMPLAINT." (3.23.2) PROCEDURAL TIMELINES CONTINUE TO BE IN EFFECT DURING INFORMAL DISCUSSIONS. TIMELINES MAY BE EXTENDED BY MUTUAL WRITTEN AGREEMENT. (3.10, 3.22)

**LEVEL ONE**

Level 1	3.23	A. Notification of alleged Grievance/Complaint
NAME OF GRIEVANT/COMPLAINANT/ASSOCIATION OFFICIAL/CONTACT PERSON:		
BUILDING/SITE:		
ASSIGNMENT:		
CIRCLE ONE:	Complaint	Grievance
DATE OF OCCURRENCE GIVING RISE TO GRIEVANCE/COMPLAINT:		
NATURE OF GRIEVANCE/COMPLAINT:		
CONTRACT ARTICLE(S)/BOARD POLICY AT ISSUE :		
DATE OF SUBMISSION OF THIS NOTIFICATION TO THE ADMINISTRATOR:		
REMEDY SOUGHT:		
SIGNATURE OF GRIEVANT/COMPLAINANT/ASSOCIATION OFFICIAL/CONTACT PERSON:		

**LEVEL TWO**

Date Level II form submitted: \_\_\_\_\_

<b>Level 2    3.23   A. Nature of Grievance/Complaint:</b>

<b>Level 2</b>	<b>B. The specific article/sections of the Agreement allegedly violated for grievances or specific Board policy in the case of a complaint:</b>

<b>Level 2   C. The reason or reasons for dissatisfaction with the results of Level One:</b>



### LEVEL THREE

[illegible]

**\*\* Responses shall reference each specific article/section grieved and remedy sought and shall indicate if administrator accepts or rejects each.**

## LEVEL FOUR

[illegible]

**\*\* Responses shall reference each specific article/section grieved and remedy sought and shall indicate if administrator accepts or rejects each.**

**LEVEL FIVE**

**Level 5 3.26**    **Date Level 4 response received by grievant:** \_\_\_\_\_  
**Date of submission of Level 5 appeal:** \_\_\_\_\_  
**Date of Board's receipt of Level 5 appeal:** \_\_\_\_\_  
**Date of arbitration hearing:** \_\_\_\_\_  
**Date of receipt of arbitrator's ruling:** \_\_\_\_\_ (Attach Arbitrator's ruling.)

**ORIGINAL COPIES WITH ORIGINAL SIGNATURES TO BE MAINTAINED BY THE GRIEVANT/COMPLAINANT**

