

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is between the Board of Education of the Caesar Rodney School District ("Board") and Caesar Rodney Support Association ("Association"), (collectively, the "Parties").

WHEREAS, the Board and the Association are parties to the collective bargaining agreement ("CBA") for the period of July 2, 2024 through June 30, 2028; and

WHEREAS, the Parties recognize the need clarify compensation to custodians who are ask to perform snow/ice removal on Saturdays, Sundays and holidays; and

WHEREAS, the Parties wish to amend and modify language in the CBA, Article VIII, Section O; and

NOW THEREFORE, the Parties agree to the following:

1. Article VIII, Section O of the CBA is revised as follows:
 - O. Whenever an employee's work schedule is modified to perform work beyond the established forty (40) hour workweek on Saturday for the removal of ice and snow, such employee shall earn compensatory time or wages at the rate of 1.5 the normal time. Should the employee's schedule be modified to require work on Sunday or a holiday, such compensatory time or wages shall be at double the rate. Whenever an employee has completed his / her full work assignment for the week but is required to work on Saturday or Sunday to remove ice or snow, the employee shall receive the same rate of compensatory time or wages as he / she would if working a modified schedule. Schedules modified during the regular work week shall be compensated on an hour for hour basis. To receive compensatory wages instead of compensatory time, the employee must notify the District, in writing, within the pay period compensatory work is performed.

Note of intent: Before overtime or compensatory time is offered, the employee must have exceeded a 40-hour workweek. Paid leave time is not included in determining an employee's 40-hour workweek. Employees have the option of receiving compensatory time or compensatory wages but must make that election in the pay period work is performed.

2. Article XI, Section B of the CBA is revised as follows:

Any employee who works on a holiday or Sunday shall be paid double his / her rate of pay, unless the work performed is for the removal of ice or snow, in which case Article VIII, Section O of the CBA shall be applied.

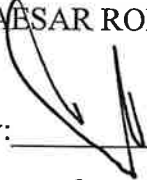
3. The District shall pay the custodians who have requested to be paid for snow removal on January 20, 2024, and January 20, 2025, within two pay periods of this MOU becoming effective.
4. CRSA shall withdraw Grievance 1-20-2024 and the purported grievance with regard to January 20, 2025, with prejudice upon effectiveness of this MOU.

5. This MOU in draft form is an effort at a compromise under Rule 408 in the event it does not become effective. In such a case, it shall not be used as evidence.

This MOU maybe amended only by written agreement signed by each of the parties involved.

This MOU shall be effective upon ratification by the parties named below, or until a successor agreement is reached.

BOARD OF EDUCATION
CAESAR RODNEY SCHOOL DISTRICT

By:  _____

Title: Superintendent

Date: 4/17/25

CAESAR RODNEY SUPPORT
ASSOCIATION

By:  _____

Title: CRSA President

Date: April 17, 2025