

AGREEMENT

between the

**CAPITAL SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

**CAPITAL SUPPORT ASSOCIATION
DSEA/NEA**

July 1, 2026-June 30, 2029



Table of Contents

	<u>Page</u>
Article One – Preamble	3
Article Two – Negotiation of Succeeding Agreement	3
Article Three – Recognition	3-4
Article Four – Rights of the Board	4-5
Article Five – Union Dues Deduction	5-6
Article Six – Resolution of Employee Concerns	6-9
Article Seven – Grievance Procedure	9-13
Article Eight – Rights of Association	13-15
Article Nine – Employee Rights	15-16
Article Ten – Personnel Files	17-18
Article Eleven – Evaluation	18-19
Article Twelve – Seniority, Layoff, and Recall	19-21
Article Thirteen – Vacancies, Transfers, and Promotions	21-24
Article Fourteen – Vacations	24-25
Article Fifteen – Holidays	25-26
Article Sixteen – Leaves of Absence	26-27
Article Seventeen – Hours and Working Conditions	27-31
Article Eighteen – Safety	31-32
Article Nineteen – Salaries and Employee Benefits	32-33
Article Twenty – Employee Facilities	33
Article Twenty-one – Administrative/Employee Liaison	33
Article Twenty-two – Miscellaneous Provisions	34
Article Twenty-three – Duration of Agreement	35
Appendix A – Salary Schedules	36
	37
Appendix A – Health and Dental Contributions per month	38
Appendix B – Leaves and Absences	39-40
Appendix C – Job Descriptions	41-52
Appendix D – Memorandum of Understanding	53
Appendix E – Title 14, Chapter 40	54-55
Appendix F – Grievance Form	56-60

PROLOGUE

It is the purpose of this Agreement to promote and insure cooperation and understanding between the Employer and the employees covered hereby and to insure representation in their employment relations in matters covering wages, salaries, hours, vacations, sick leaves, grievance procedures, and other terms and conditions of employment.

The Board and the Association agree that all employees are responsible for maintaining a continuous high level of service to the welfare and benefit of the students in the District.

The Employer and the Association jointly pledge their cooperation to work together under this Agreement.

ARTICLE ONE **PREAMBLE**

This agreement is entered into on 1st day of July 2026 by and between the Board of Education of the Capital School District, Dover, Delaware, hereinafter called the Board, and the Capital Support Association, hereinafter called the "Association."

ARTICLE TWO **NEGOTIATION OF SUCCEEDING AGREEMENT**

- 2:1 The parties agree to enter into collective negotiations over a succeeding Agreement in accordance with Chapter 40, Title 14, Delaware Code, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment. Either party may request negotiations in the school year in which this Agreement expires. Any Agreement so negotiated and adopted by the Board and by the Association shall be reduced to writing and signed by the Board and the Association.
- 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 Neither party in any negotiations shall have any control over the selection of the negotiations representatives of the other party.
- 2:4 The representatives of both parties shall be fully empowered to negotiate, including the power and authority to enter into tentative agreements on any and all issues at any and all negotiations sessions.

ARTICLE THREE **RECOGNITION**

- 3:1 The employer recognizes the Association, DSEA/NEA as the exclusive bargaining representative for the employees covered by this Agreement for the purpose of representing public employees in their employment relations with the employer in matters covering wages, salaries, hours, vacations, sick leave, grievance procedures, and other terms and conditions of employment.

- 3:2 The term "employee" as used herein shall mean any employee in the unit whether regular, temporary, full-time or part-time, duly certified by the Delaware Department of Labor in Certification Case #119(b), dated May 18, 1988.
- 3:3 The term "part-time employee," as used herein, shall mean any employee who works less than thirty (30) hours per week on a regular basis.
- 3:4 The term "temporary employee," as used herein, shall mean any employee who is employed in a position for a limited period of time, usually less than one (1) year, and who has no reasonable anticipation of continuing in district employment following the expiration of the limited period of employment.
- 3:5 The term "casual employee," as used herein, shall mean any person who is employed for a short period of time and for a limited and temporary purpose using federal funds, capital improvement funds, construction funds, or maintenance funds which cannot be utilized to fund the salaries of regular bargaining unit employees.
- 3:6 The term "probationary employee," as used herein shall mean any permanent employee who has less than 365 calendar days from initial date of hire of continuous employment with the District. Any permanent employee who has had a change in job classification would be considered probationary as well, except that they shall be allowed to use accrued vacation time pursuant to Article 14:1 and compensatory time pursuant to Article 17:4.4

ARTICLE FOUR **RIGHTS OF THE BOARD**

- 4.1 Except as limited by this Agreement:

The Capital School Board, on its own behalf and on behalf of the citizens of the District, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Delaware and of the United States, and including the right to administer and to supervise the schools of the District and shall have the authority to determine policy and adopt rules and regulations for the general administration and supervision of the District schools. Such administration, supervision, and policy shall be conducted and formulated in accordance with Delaware law and the policies, rules, and regulations of the State Board of Education.

- 4:2 The Board, subject to Delaware Code and in accordance with the policies, rules and regulations of the State Board of Education, shall in addition to other duties:
- 4:2.1 determine the educational policies of the District and prescribe rules and regulations for the conduct and management of the schools;
 - 4:2.2 determine the District's financial policies and accounting procedures;
 - 4:2.3 establish a budgetary system and annual operating budgets;
 - 4:2.4 establish management systems for the improvement of district operations;

- 4:2.5 provide forms on which regular school employees shall make such reports as may be required by the Board;
- 4:2.6 make all reports required by the Secretary of Education of the Delaware Department of Education, at such time, upon such time, upon such items and in such form as may be prescribed by the Secretary;
- 4:2.7 appoint personnel;
- 4:2.8 establish and implement staff evaluation procedures;
- 4:2.9 determine the hours of daily school sessions, the holidays when district schools will be closed, and
- 4:2.10 shall control, manage, and maintain custody of school property subject to the laws of this state and adopt a set of rules and regulations governing the use of school property.

ARTICLE FIVE **UNION DUES DEDUCTION**

- 5:1 The Board agrees to deduct Association dues from the salaries of employees as authorized by 14 Del.C., Chapter 40 or applicable successor provisions of the Delaware Code. The total portion of annual dues remaining unpaid at the time an employee is separated from employment with the district will be deducted from the employee's final paycheck. The Association shall certify to the Board, in writing, the current rate of its unified membership dues and shall give the Board written notice prior to the effective date of any change.
- 5:2 The Association will indemnify and hold the employer harmless against any and all claims, demands, costs incurred by the District, suits and other forms of liability that arise out of or by reason of any action taken or not taken by the District for the purpose of complying with any of the provisions of this collective bargaining agreement.

ARTICLE SIX **RESOLUTION OF EMPLOYEE CONCERNS**

6:1 DEFINITIONS:

The procedure established herein is designed to provide a mechanism for the resolution of employee concern(s) involving the application of Board policy or administrative rules/regulations or administrative decisions involving issues not subject to the grievance procedure contained herein. Employees who have a concern may seek resolution of such concern in the following manner:

6:2 PURPOSE:

The purpose of this procedure is to secure, at the lowest possible level, solutions to concerns. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

6:3 PROCEDURE:

- 6:3.1 Failure at any step of this procedure to communicate the decision on a concern within the specified time limits shall permit the concerned employee to proceed to the next step. Failure at any step of this procedure to appeal a concern to the next step within the specified time limits shall terminate the complaint.
- 6:3.2 It is understood that employees shall, during and notwithstanding the pendency of any concern, continue to observe all assignments and applicable rules and regulations of the Board until such concern and any effect thereof shall have been fully determined.
- 6:3.3 The term days where used in this context refers to work days as defined by the Administrative Calendar.
- 6:3.4 In the presentation of a concern, the employee shall have the right to designate a representative of the Association to appear with him or her at any level. When a concerned employee is not directly represented by the Association, the Association may be represented.
- 6:3.5 Where evidence of hardship would result from compliance with the time regulations set forth in the above levels, a written request for an extension of time at any one of the levels in the concern procedure shall be recognized. The period of extension of time shall be limited to two (2) days unless a longer period of time is mutually agreed to by the parties.

6:4 INFORMAL STAGE:

Any employee who has a concern shall discuss it first with his/her principal or immediate supervisor in an attempt to resolve the matter informally at that level.

6:5 LEVEL ONE:

If, as the result of the discussion, the matter is not resolved to the satisfaction of the concerned employee within three (3) days, he/she shall, within six (6) days of the original decision, set forth his/her concern in writing to the principal or immediate supervisor specifying:

- A. the nature of the concern and date of occurrence;
- B. the results of previous discussions;
- C. his or her dissatisfaction with the decision previously rendered; and
- D. the relief sought.

The principal or immediate supervisor shall, within five (5) days of receipt of the written concern, hold a hearing regarding the concern and shall communicate his or her decision in writing to the concerned employee within five (5) days of the close of the hearing(s).

6:6 LEVEL TWO:

The concerned employee, no later than five (5) days after receipt of the principal's or immediate supervisor's decision, may appeal said decision to the Superintendent of Schools. The appeal to the Superintendent must be in writing, reciting the matter submitted to the principal as specified above and his or her dissatisfaction with decisions previously rendered. The Superintendent, or his/her designated representative, shall within ten (10) days hold a hearing with the concerned employee in an attempt to resolve the matter as quickly as possible. The Superintendent, or his/her designated representative, shall render his/her decision, along with his/her reasons, in writing to the employee and to the principal or immediate supervisor within ten (10) days of the close of the hearing(s).

6:7 LEVEL THREE:

6:7.1 The concerned employee, no later than ten (10) days after receipt of the Superintendent's decision, may request that the Association appeal said decision to the Board of Education. If the Association determines that the concern should be appealed to the Board, it shall make such appeal no later than ten (10) days after the decision of the Superintendent. In such event, the official concern record maintained by the Superintendent shall be available for use by the Board of Education.

6:7.2 The Board of Education shall, within a period not to exceed fifteen (15) days nor less than eight (8) days, hold a hearing with the concerned employee and shall, within a period not to exceed ten (10) days of the completion of the hearing(s) render a final decision, along with its reasons, in writing to the concerned employee and to the Association representative. The Board's decision will finally settle the matter.

6:8 MISCELLANEOUS:

6:8.1 All documents, communications, and records dealing with the processing of a concern shall be filed in a separate concern file and shall not be kept in the personnel file of any of the participants.

6:8.2 Hearings at any level of this procedure may be waived by mutual agreement of the parties.

6:8.3 A form for filing concerns shall be prepared jointly by the Association and the Administration, reproduced by the Administration, and distributed to the Association so as to facilitate operation of the concern procedure. The appropriate form shall be used for filing a concern at each level of the procedure. This form will contain a section for undisputed facts.

6:8.4 All meetings and hearings under this procedure shall be conducted privately and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.

6:8.4.1 Both sides will present written documents five (5) days prior to the scheduled Board hearing.

- 6:8.4.2 Both parties will be present during presentations.
- 6:8.4.3 A written statement of facts will be jointly agreed upon at each level. Witnesses will be permitted if there is a dispute over facts.
- 6:8.4.4 There is a thirty (30) minute time limit on presentations, which is inclusive of presentation, witnesses, and rebuttal, but exclusive of Board questions and answers.
- 6:8.4.5 Five (5) days prior to the hearing, either side may make a written request for additional time, and must specify the time needed.
- 6:8.5 The Association shall have the right to initiate at Level Two those concerns which have District-wide implications.
- 6:8.6 If a Grievance and a Concern(s) arise from the same incident/situation, the alleged violations and remedies shall be consolidated for each and shall be processed and heard simultaneously until reaching the appeal level following the Superintendent's decision (Level III) at which time the Grievance proceeds to grievance mediation and the Concern to the School Board. The Grievant/Complainant shall clearly specify violations of the contract for the grievance and the policy, rule/regulation/administrative decision at issue for the Concern.

ARTICLE SEVEN

GRIEVANCE PROCEDURE

7:1 DEFINITIONS:

- 7:1.1 A grievance shall be defined as a written claim by an employee or by the Association that the terms of this Agreement have been violated, misinterpreted or misapplied, resulting in the abridgment of rights granted to the employee or to the Association by this Agreement.
- 7:1.2 A grievant is the person, persons, or Association who files a grievance as provided for under this Agreement.
- 7:1.3 A party in interest is the person or persons, or the Association, making the claim, and any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.
- 7:1.4 A grievance, to be considered under this procedure, must be initiated by the employee(s) within twenty-five (25) days from the time when the employee(s) knew or should reasonably have known of its occurrence. This may be extended to a forty (40) day period if a request is made within the initial twenty-five days. A grievance concerning a suspension or a termination must be filed within ten (10) days, at Level II consistent with section 7:5.
- 7:1.5 The term "days" where used in this context refers to employee work days.

7:1.6 Hearing is defined as an event wherein both parties shall have the opportunity to present facts and argument on their case and have a decision rendered.

7:2 PURPOSE:

7:2.1 The purpose of this procedure is to secure, at the lowest possible level, solutions to grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

7:3 PROCEDURE:

7:3.1 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall terminate the grievance.

7:3.2 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

7:3.3 In the presentation of a grievance, the employee shall have the right to designate a representative of the Association to appear with him or her at any level. When a grievant is not directly represented by the Association, the Association may be represented. At Level Three, the grievant shall have the right to designate a representative or representatives to appear with him/her.

7:3.4 Where evidence of hardship would result from compliance with the time regulars set forth in the above levels, a written request for an extension of time at any one of the levels in the Grievance Procedure shall be recognized. The period of extension of time shall be limited to two (2) days unless a longer period of time is mutually agreed to by the parties.

7:4 INFORMAL LEVEL:

Any employee who has a potential grievance shall discuss it first with his/her principal or immediate supervisor in an attempt to resolve the matter informally at that level. The Supervisor of Buildings and Grounds is the immediate supervisor for Grounds, Maintenance, Courier, and Receiving Department employees.

7:5 LEVEL ONE:

If, as the result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) days grievant shall, within ten (10) days of the Informal Level discussion, set forth his/her grievance in writing to the principal or immediate supervisor specifying:

A. the nature of the grievance and date of occurrence;

- B. the specific terms of this Agreement that have been violated, misinterpreted or misapplied (cite Article and Section numbers), which have resulted in an abridgment of rights granted by this agreement;
- C. the results of previous discussions;
- D. his or her dissatisfaction with the decision previously rendered; and
- E. the relief sought.

The principal or immediate supervisor shall, within five (5) days of receipt of the written grievance, hold a hearing concerning the grievance and shall communicate his or her decision in writing to the grievant within five (5) days of the close of the hearing(s).

7:6 LEVEL TWO:

The grievant, no later than five (5) days after receipt of the principal's or immediate supervisor's decision, may appeal said decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the principal as specified above and his or her dissatisfaction with decisions previously rendered. The Superintendent, or his/her designated representative, shall within ten (10) days hold a hearing with the grievant in an attempt to resolve the matter as quickly as possible. The Superintendent, or his/her designated representative, shall render his/her decision, along with his/her reasons, in writing to the grievant and to the principal or immediate supervisor within ten (10) days of the close of the hearing(s).

7:7 LEVEL THREE:

The decision of the Superintendent or his/her designee shall finally determine the matter unless the Association, within ten (10) days of the Superintendent's decision, advises the Superintendent of its desire to proceed to grievance mediation. A joint request, which shall state in reasonable detail the nature of the grievance, shall be made to the Federal Mediation and Conciliation Service (FMCS) for a mediator. The parties shall then be bound-by follow the rules and procedures of the FMCS for the appointment and conduct of the session(s). The mediator shall hold hearings promptly and shall work with both parties to resolve the dispute. Failing resolution, the mediator will be requested to issue a recommendation, within FMCS time guidelines, on how he/she would rule should the dispute go to arbitration. Cost of mediation, if any, shall be borne equally by both parties. The Association shall represent the grievant at the mediation level.

7:8 ARBITRATION

7:8.1 If the grievance mediation process fails to produce a resolution acceptable to the Association, it may submit an arbitration demand to the Public Employment Relations Board. The Demand must be postmarked within fifteen (15) days following the concluding grievance mediation session. A copy of the Demand shall be sent to the Superintendent.

7:8.2 Section 4013 (c.) of Title 14 of the Delaware Code and relevant regulations of the PERB shall control the arbitration proceeding. A copy of the current language of Section 4013 (c.) is attached as Appendix E.

7:8.3 Claims relating to the matters identified in Section 4013 (c.) (2), although not arbitrable, may be appealed through grievance mediation.

7:9 MISCELLANEOUS:

7:9.1 Commencing with the Informal Level of the Grievance Procedure, the grievant may be accompanied by a representative of his/her own choosing.

7:9.2 If the grievant does not choose to be accompanied and represented by an Association grievance representative, the Association shall have the right to be present and to state its views at all levels of the grievance procedure. In the event that a grievant requests in writing that the Association representative not be present because of the personal, confidential and/or embarrassing nature of the grievance, such request shall be submitted to both the appropriate administrator and the Association for disposition. If the Association does not agree to waive its presence at such meeting(s) or hearing(s), the request of the grievant shall not be honored. In that event, the grievant may terminate the grievance which ends all action on that specific grievance but does not set a precedent in future grievances.

7:9.3 If the employee elected to be represented, he/she must still be present at any level of the grievance procedure where his/her grievance is to be discussed, except that he/she need not be present where it is mutually agreed that no facts are in dispute; and when the sole question is the interpretation of this Agreement.

7:9.4 Where grievance proceedings are mutually scheduled by the parties during school time, persons proper to be present shall suffer no loss of pay nor leave. In cases of grievance mediation and arbitration, CSA representatives, witnesses, and grievant(s) may be present without loss of pay or leave, nor shall the CSA be charged Association Leave for said appearances. In the event of a class action grievance, only two (2) grievants may appear without loss of pay or leave. In the event that a dispute arises as to whether it is proper that a person is proper to be present at the grievance, such dispute shall be subject to resolution through the grievance procedure. In the event of such dispute, the time limits for the original grievance shall be suspended until the dispute relative to this issue is resolved.

7:9.5 No documents, communications, and records which are developed in connection with the processing of a grievance shall be filed in the District's file pertaining to the employee. Such documents shall be kept in a separate grievance file.

7:9.6 A form for filing grievances shall be prepared jointly by the Association and the Administration, reproduced by the Administration and distributed to the Association so as to facilitate operations of the grievance procedure. The appropriate form shall be used for filing a grievance at each level of the procedure.

- 7:9.7 Hearings at any level of the grievance procedure may be waived by mutual agreement of the parties.
- 7:9.8 The Association and the Board agree that no reprisals will be taken against any person involved in the grievance procedure, by the Association or by the Board or any of the representatives of either party, as a result of an individual's participation in the grievance procedure.
- 7:9.9 All meetings and hearings under this procedure shall be conducted privately and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.
- 7:10 The Association shall have the right to initiate at Level Three those grievances which arise from District Level Decisions.
- 7:11 An appeal to the School Board's decision to terminate an employee shall be directly to final and binding arbitration pursuant to the procedure and timelines of 7:8.1.

ARTICLE EIGHT

RIGHTS OF ASSOCIATION

- 8:1 The Board agrees to provide to the Association those records which are relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement to the extent that such records are held in the public domain.
- 8:2 The administration shall provide a copy of administrative directives which are not confidential to administration and supervisory personnel and which directly affect the employment relations of employees, to the Association President at the time of the issuance or posting of the directive.
- 8:3 The current Board policies, Board agendas, and Minutes of Board meetings shall be available through the District website.
- 8:4 The Association shall have the right to use school buildings, with prior notification to the principal, for meetings during times when buildings are manned by custodial staff; provided that such does not interfere with or impair the instructional program. If the use of said facilities by the Association results in any expenses, the Association shall reimburse the Board for said expense.
- 8:5 The Association shall have the right to use school facilities and equipment, including typewriters, adding machines, mimeograph machines, computers, printers, and other duplicating equipment, when such equipment is not otherwise in use, provided that the request is made and permission for its use is arranged in advance; this use is strictly to service the legitimate business of the Association; the purpose is for the internal use of the Association and not for public distribution; and supplies in connection with such equipment use will be furnished or paid for by the Association.
- 8:6 The Board agrees to permit the Association the exclusive use of an adequate section of one bulletin board in a lounge area for custodial personnel for the purpose of posting official Association notices. The authorized Association representative of each building

shall be responsible for the posting of all such notices and the content thereof. Copies of all such material will be given to the principal/supervisor before posting, but his/her approval of the material will not be required.

- 8:7 Duly authorized representatives of the Association and its respective affiliates shall have the right to transact official Association business on school property at all reasonable times provided that this activity does not interfere nor interrupt the normal school operations. Time on Association business during work hours will be recorded on time cards.
- 8:8 The Board shall provide the equivalent of fifteen (15) days per year of release time of which not more than three (3) days may be used consecutively by an individual, to the President of the Association or his/her designee to attend Association sponsored summer training programs and governance functions. No more than two employees where there are less than four custodians shall be released from one school at any time. Said time shall be in addition to temporary leave days. In addition, the President of the Association or his designee may request in writing from the Supervisor of Building and Grounds up to an additional three (3) days per year to perform his/her function as Association President.
- 8:9 A number of employees equivalent to the size of the District negotiating team may be scheduled to participate in a bargaining session during working hours. They shall suffer no loss in pay nor shall they be required to make up time lost. Additional representatives with specific resource or information may be added upon mutual agreement. However, no more than one employee from each building or crew may participate in order to avoid deficiencies in service.
- 8:10 The rights negotiated by the Association in this agreement shall not be granted to any other similar organization for the duration of the agreement.
- 8:11 The Board shall request that the Association appoint representatives to District-level committees, task forces and study groups that are established by the Board of Education or by federal or state law and that pertain to the employment duties of bargaining unit employees.
- 8:12 The Superintendent or his designee shall inform the Association in writing of the name, school and position of any person eligible for bargaining unit membership as soon as it is reasonable or practical.
- 8:13 The Association shall be permitted to hold three (3) all member meetings during each school year on a district inservice day in conjunction with training. The time, date, and place will be determined by mutual agreement. The meeting shall not exceed three (3) hours in length. Association meetings during other in-service days shall be at the discretion of the Supervisor of Buildings and Grounds. Attendance shall be mandatory for training sessions.

ARTICLE NINE
EMPLOYEE RIGHTS

- 9:1 As per Title 14, Chapter 40 of the Delaware Code, employees shall have the right to organize, form, join or assist any employee organization; negotiate collectively or grieve through representatives of their own choosing; engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by this chapter or any other law of the state; and be represented by their exclusive representative without discrimination.
- 9:2 The rights specified in this agreement shall be in addition to and not be construed to deny or restrict any employee such rights as he/she may have under state or federal laws or regulations.
- 9:3 No regular non-probationary employee shall be dismissed, disciplined, reprimanded, reduced in rank or compensation without just cause.
- 9:4 No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates so long as it is not disruptive of the educational process.
- 9:5 No employee shall be disciplined or reprimanded in front of his/her associates, students and/or parents of students by the Board or any of its supervisory or administrative employees.
- 9:6 An employee is entitled to full rights of citizenship if so entitled.
- 9:7 The parties agree that its designated representatives shall not discriminate against, interfere with, restrain or coerce employees in the right to organize, join, or participate in Association activities.
- 9:8 In accordance with and to the extent allowable by law, an employee may within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary to quiet a disturbance threatening immediate physical injury to him/herself and others or the destruction of property.
- 9:9 The Board and Association agree that there shall be no discrimination against any employee or applicant for employment, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of the Agreement on the basis of race, creed, color, age, religion, national origin, gender, sexual preference, domicile or marital status, handicap or veteran status.
- 9:10 Whenever an employee is required to appear before the Board or any administrative or supervisory employee concerning any matter which may result in a written disciplinary action, the employee shall be given at least two (2) working days written notice of the purpose and time of such meeting. The employee shall have the right to Association representation at such meeting. This time frame may be suspended and made immediate if the nature of the employer concern is of such severity that immediate suspension is dictated. The right to an Association representative shall not be abridged.
- 9:11 Employees will be required to wear a District ID, which will entitle themselves and guest to all home school-sponsored activities such as inter-scholastic sports and extracurricular activities.

- 9:12 Employees may leave the building for personal business with permission during lunch periods upon notification of such absence to the immediate supervisor and clock out and clock in upon return. Under these circumstances, there shall never be less than one custodian left in a building unless a supervisor is on site.
- 9:13 Any formal complaint regarding an employee by others which will be used as the basis of a reprimand, suspension, termination, other discipline or a negative evaluation shall be brought to the attention of the employee no later than by the end of the next day the employee and supervisor are at work. The immediate supervisor shall meet with the employee to apprise him/her of the full nature of the complaint, including the name of the complainant, and they shall attempt to resolve the matter in the best possible manner. Any complaint/concern not brought to the employee's attention shall not be used for evaluation or disciplinary action. Administrators are encouraged to promptly bring informal concerns to the attention of the employee.
- 9:14 If any supervisor has a concern or complaint about an employee, said concern or complaint shall be brought to the attention of the employee within three (3) working days the employee and supervisor are working.
- 9:15 Any suspension of an employee for disciplinary reasons may be with pay. Any suspension of an employee pending criminal charges will be with pay and benefits for up to 60 work days or until the disposition of the criminal charges, whichever is sooner. Beyond 60 days with full pay and benefits, the employee shall receive 50% pay and full benefits until the final disposition of the charges. Nothing herein shall prevent the employer from taking disciplinary action for just cause during this period. The employee will be reinstated with back pay if the employee is exonerated of all criminal charges.
- 9:16 The Board shall reimburse employees for personal property damaged or destroyed as the result of student assault.
- 9:17 The provisions of this Agreement and all Rules and Regulations governing employee conduct shall be applied in a manner which are not arbitrary, capricious, or discriminatory.
- 9:18 The Association recognizes the administration's right to monitor and record employee absences and apply progressive discipline in documented cases of fraud or abuse.

ARTICLE TEN

PERSONNEL FILES

- 10:1 All official employee files as determined by the Board and/or Administration shall be maintained by the Central Administration according to the conditions of this Article. Only such material as has been properly placed and maintained in the official personnel file of an employee may be used in any disciplinary proceeding against such employee.
- 10:2 No material pertaining to an employee's conduct, quality of service, character, or personality shall be placed in the employee's personnel file until the employee has been given an opportunity to read such material. The employee shall acknowledge that he/she has read such material by affixing his/her signature and the date of review on the copy to be filed. The material to be signed shall contain the sentence "This signature

acknowledges receipt and in no way indicates agreement with the contents thereof" directly above the signature line of the employee. The employee must return the material with his/her signature within three (3) working days of receipt. The employee shall also have the right to submit a written answer to such material and the answer shall be reviewed by the Superintendent or designee and attached to the file copy.

- 10:3 Upon request by an employee, he/she shall be given access to his/her personnel file. This access shall be granted within two (2) working days of the request as determined by the administrative calendar.
- 10:4 An employee shall be permitted to have material in his/her personnel file reproduced. Such reproduction shall be done in the school office at cost.
- 10:5 Employees will keep their personnel files up to date on forms supplied by the administration concerning names (beneficiaries, persons to be notified in case of emergencies, dependents, etc.), addresses, telephone numbers, marital status, and other information needed for personnel administration.
- 10:6 Materials for the file shall not be removed from the Human Resources Office.
- 10:7 A representative of the school administration shall be present at any inspection or reproduction of an employee's files.
- 10:8 A representative of the Association shall, at the employee's request, accompany the employee during the review of his/her files.
- 10:9 The examination of an employee's file shall be limited to district administrative personnel and/or their secretaries and Association representatives designated by said employee. Each file shall contain a record indicating who has reviewed it, the date and the reason for the review.
- 10:10 All pre-employment data will be filed in the Human Resource Office and is not subject to review by the employee and the Association.
- 10:11 An employee may make a written request to the Superintendent to expunge or correct specific documents in his/her personnel file. The decision of the Superintendent may be appealed to the Board of Education, whose decision is final and non-grievable.
- 10:12 The Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents. Other business files may be created, but, separate files cannot be used in any disciplinary matter.

ARTICLE ELEVEN **EVALUATION**

- 11:1 All monitoring or observation of the work performance of employees shall be conducted openly and with the full knowledge of the employee. The use of eavesdropping, public address, audio systems or similar surveillance devices shall be prohibited for purposes of evaluation.

- 11:2 Observations of an employee's work performance shall be conducted on-going by the immediate supervisor (building principal or designee, chief custodian and/or the Supervisor of Building and Grounds).
- 11:2.1 When the Chief or the immediate supervisor observes performance of an employee that may lead to an unsatisfactory overall performance rating or disciplinary action, (s)he will first discuss the situation with the employee as per Article 9:14. If the employee's performance continues to be deficient, after a reasonable period of time, the Chief may bring the matter to the building principal or immediate supervisor. The immediate supervisor shall hold a conference with the employee and an Association representative at the request of the employee to discuss the performance, possible ways to resolve the problem(s), and the assistance the District will provide the employee.
- 11:2.2 If, after five (5) working days, the performance of the employee has not been observed to have improved, the immediate supervisor will place his/her concerns in writing. A failure to remediate valid deficiencies may lead to discipline or an unsatisfactory evaluation which will be performed pursuant to the provisions of this article.
- 11:3 A formal written evaluation of each employee shall occur annually.
- 11:3.1 The administrative evaluator will consult with the Chief on all custodial evaluations excluding the Chief's own evaluation. The Chief's input may be attached to the evaluation instrument presented to the employee at the discretion of the evaluator. The building principal or designee or the Supervisor of Building and Grounds shall schedule a conference with the employee to discuss the contents of the completed evaluation. An employee shall be given a copy of the evaluation at least two (2) days prior to the conference. The employee shall sign the evaluation form after the conference to signify that the conference has occurred and the employee has had an opportunity to review its contents. The employee's signature means that (s)he has seen the evaluation and does not mean agreement with its content. The employee shall have the right to comment in writing about the contents of the evaluation and said comments shall be attached to the evaluation form before it is placed in the employee's personnel file.
- 11:3.2 Any evaluation which contains a category that is evaluated less than satisfactory must be accompanied by written documentation and/or evidence of deficiency and written recommendations for improvement developed by the employee, the building principal, the chief custodian and/or the Supervisor of Building and Grounds. Such a plan will provide for assistance in implementing the plan for improvement, a plan specifically directed to the observed deficiencies in performance. Twenty (20) working days shall be provided to give the employee the opportunity to implement and become proficient in any recommendations.
- 11:3.3 The immediate supervisor shall submit the completed evaluation form, employee comments, if any, and the plan, if any, to the Supervisor of Building and Grounds for his/her approval. The Supervisor of Building and Grounds

shall review the contents of the evaluation and related materials. The Supervisor of Building and Grounds shall sign and approve the evaluation prior to placing it in the personnel file.

- 11:4 Final evaluation of an employee upon termination of his/her employment shall be concluded as of the last day of employment and no further evaluation statement shall be placed in the personnel file of such employee after such date.
- 11:5 Prior to changing the employee evaluation instrument, the Director of Human Resources shall meet with the Association President to receive input prior to making such changes.
- 11:6 The content of an employee's evaluation shall not be subject to the grievance procedure.

ARTICLE TWELVE

SENIORITY, LAYOFF, AND RECALL

- 12:1 The term "seniority" as used in this Agreement shall be calculated as length of continuous service in the District. Service in part-time positions shall count toward seniority on a two for one basis.
- 12:2 By May 1st of each year the District will publish a seniority list. The Association will have access to School Board Personnel Reports on the district website.
- 12:3 An employee shall lose his seniority under the following circumstances:
 - A. resignation or discharge for just cause (and the discharge is sustained);
 - B. retirement;
 - C. failure to return to work from a leave of absence or failure to notify the District of intent of return to work within the specific time requirements;
 - D. failure to respond to proper recall notice (see 12:8) or laid-off for more than two (2) years.
- 12:4 Upon satisfactory completion of the probationary period, the employee's seniority shall be established as the date of hire. Temporary employees subsequently hired into a permanent position shall have seniority established as of the original date of hire if there is no break in service.
- 12:5 If a reduction in force is necessary beyond normal attrition, the Board shall determine the number of positions that will be reduced, as well as the date such reductions are needed, provided, however, that an affected employee is given written notice sixty (60) days prior to effective date of such reduction in force. The President of the Association shall be apprised.
- 12:6 To accomplish a reduction in force an employee will be rified from a given position, i.e. Chief II, Chief I, etc., on the basis of seniority with those having been most recently employed being dismissed first. An employee rified has the right to bump the least senior employee in a lower paying position as long as he/she has the qualifications as listed in job description to perform the job. There shall be two orders of bumping. The first is Chief II, Chief I, Night Supervisor, Custodian and the second is Maintenance Supervisor, Maintenance, Custodian.

- 12:6.1 In the event two or more employees have the same length of service in the District, the following criteria shall be used in the order enumerated as tie-breakers:
- A. Satisfactory Evaluation
 - B. Training
 - C. State Service
 - D. Lottery
- 12:7 Recall: Employees shall be recalled in the inverse order of layoff when a position for which they are qualified is open and shall receive the salary of the classification to which they are recalled. If an employee is recalled to a classification which is lower than the one for which the employee was rified, said employee shall be given preference to transfer into the first vacancy within his/her former classification.
- 12:8 Refusal of an employee to accept the position within ten (10) days of the postmarked date on the certified notice and then to report to work within ten (10) days of that decision will relieve the Board of further obligation to offer re-employment.
- 12:9 Employees who are laid off shall be automatically placed on the recall list for a period equal to their length of service but not to exceed two (2) years. To remain on the recall list for a second year, the employee must respond to the written notification sent to him/her by the District at the end of one year. Failure to respond to that notification in writing shall eliminate the employee from the recall list.
- 12:10 Time lost by an employee laid off under the provisions of this article who is subsequently recalled under provisions of this article shall not be considered to interrupt continuous service; but such time shall not be counted toward additional service or be a criterion for holiday, vacation, pay, or other benefits as set forth in this Agreement.
- 12:11 Employees who are eligible for recall must keep the school district informed in person or by certified mail of any changes in their address. If notice is in person, the individual shall be given written acknowledgment of the change of address.
- 12:12 Employees on Board approved leaves of absence shall be subject to the layoff provision of this Article.
- 12:13 An employee on the recall list may refuse a part-time position without jeopardizing his/her position on the recall list.
- 12:14 Rified employees may continue benefits, where the company/carrier permits, at employee expense.

ARTICLE THIRTEEN

VACANCIES, TRANSFERS, AND PROMOTIONS

13:1 Definitions:

- 13:1.1 Vacancy - A vacancy is a posted bargaining unit position arising from the resignation, retirement, termination of a current employee, or a newly created bargaining unit position.

- 13:1.2 Position - A position is a bargaining unit job/assignment within the job classifications covered by this contract for which pay, site(s), and shifts or hours of work are identified.
- 13:1.3 Promotion - A promotion is an employee's change from a lower paying classification to a higher paying classification within the bargaining unit. In ascending order: Custodian, Fireman/Grounds Crew, night supervisor, Chief I (5 or less), Chief II (more than 6), Maintenance. At any time during the probationary period pursuant to 3:6, the employee will be returned to the position from which the employee left, upon the request of the District or the employee. All conditions will be retained by the employee as if the promotion had not occurred.
- 13:1.4 Demotion - A demotion is an employee's change from a higher paying classification to a lower paying classification within the bargaining unit pursuant to the conditions of 13:1.1, 13:3.1, 13:4.2, and 13:4.3. In descending order: Maintenance, Chief II (more than 6), Chief I (5 or less), night supervisor, Fireman/Grounds crew), Custodian. At any time during the probationary period pursuant to 3:6, the employee will be returned to the position from which the employee left, upon the request of the District or the employee. All conditions will be retained by the employee as if the demotion had not occurred. In cases of disciplinary demotion, the conditions of restoration will be determined by the agreement of the parties or that situation.
- 13:1.5 Voluntary Transfer - A voluntary transfer is an employee's change of position to a vacancy in a different building within the employee's classification (lateral) initiated by the employee.
- 13:1.6 Involuntary Transfer - An involuntary transfer an employee's change of position to a vacancy in a different building within the employee's classification (lateral), initiated by the employer.
- 13:1.7 Reassignment - A reassignment is an employee's change of position (shift) within a building, whether or not a vacancy exists, enacted by the building administration.

13:2 Posting

- 13:2.1 Notices for vacancies in this bargaining unit shall be posted in each building as they occur and a copy sent to the Association President. Notices shall be posted a minimum of ten (10) working days prior to the application deadline. No permanent appointment shall be made until after the deadline for filing applications. Posting of less than ten (10) working days can be made with the mutual consent of the Association.
- 13:2.2 The posted notices of vacancies shall contain:
- A. Type of Vacancy
 - B. Position description

- C. Location and shift
- D. Starting date
- E. Qualifications
- F. Salary range
- G. Other relevant information
- H. Closing date

13:2.3 The District will make every effort to fill vacancies within fifteen (15) work days after the closing date of application.

13:3 Voluntary Transfers

13:3.1 Employees may make a written request for a voluntary transfer into a lateral position within classification during the ten (10) working day application period as specified in the posting notice. The position will be filled by an employee requesting a lateral transfer (within classification) before employees seeking a promotion or demotion or outside candidates are considered. In situations in which two or more employees apply for a voluntary (lateral) transfer, the employee with the most seniority shall be awarded the position unless the District can demonstrate that to do so would disrupt the operations at the site. Employees may only transfer once during the calendar year. Employees may withdraw in writing a request for transfer prior to the time that it is acted upon. At the discretion of the District, a probationary employee may be eligible for a voluntary transfer.

13:3.2 The District may seek applicants not already employed in the District. However, the qualifications of the outside applicant (s) must be superior to those of the current employee applicant (s), in order to receive the appointment to the position. Judgment of qualifications will be based on the criteria established in 13:4.2.

13:4 Promotions and Employee Initiated Demotions

13:4.1 Employees to be considered for a promotion must file applications no later than the closing date set forth in the posting notice.

13:4.2 Applicants for promotion or demotion will be judged on the following qualifications: evaluations, licenses, education, training, experience, supervisory experience, overall pattern of attendance and punctuality, references, other skills related to a position, and an interview with the site administrator. If the qualifications of two (2) or more internal applicants are relatively equal, the applicant with greater seniority shall be awarded the position. Employees on an active improvement plan pursuant to 11:3.2 may not be considered for promotion or demotion.

13:4.3 The District may seek applicants not already employed in the District. However, the qualifications of the outside applicant (s) must be superior to those of the current employee applicant (s), in order to receive the appointment to the position. Judgment of qualifications will be based on the criteria established in 13:4.2.

13:4.4 Internal applicants who are not chosen will be notified in writing. An applicant who is denied the promotion may request a meeting with the Human Resources Director.

13:4.5 Temporary promotions may be offered by work location using the same criteria as permanent promotions. At the expiration of a temporary promotion, all effected employees shall return to their former positions.

13:5 Involuntary Transfers

13:5.1 Temporary involuntary transfers may be made. Temporary involuntary transfers shall be limited to twenty (20) working days up to a maximum of thirty (30) working days, after which time the employee will be returned to his/her former position. If a permanent involuntary transfer is necessary to meet operational needs, volunteers will be sought. If no employee volunteers, the least senior, probationary employee at the site shall be transferred. If no probationary employee exists, the least senior employee at the site will be involuntarily transferred. A period of up to twenty (20) work days may be granted upon request to a permanently involuntarily transferred employee to make personal adjustments before the transfer is implemented. If the involuntary transfer is for reasons other than for the operational needs of the District, seniority need not be considered. In such case, the need shall be demonstrated by the District and the Association shall be informed of the circumstances.

13:6 Reassignment

13:6.1 While a reassignment is at the discretion of the building administration, the Chief and employee(s) to be reassigned will be consulted prior to the reassignment. An employee may request a reassignment at any time. If the reassignment is for operational needs, volunteers will be sought in order of seniority, most senior first. Absent volunteers, the least senior among the affected employees will be reassigned. If the District's purpose for reassignment is for reasons other than the operational needs of the District, seniority may be ignored, but the District must demonstrate need and inform the Association of the circumstances. When a Chief position becomes vacant, the District may move the Chief position from one shift to another within the building at the time of posting without violating any obligations under 13:2, 13:3, 13:4, or the definition of vacancy (13:1.1).

13:7 The building Chief and one member of the bargaining unit shall sit in on interviews of custodial applicants for vacancies in his/her building.

ARTICLE 14 **VACATIONS**

14:1 Employees shall receive, on July 1 of any given year, vacation time, pro-rated for the time employed less than a year, as follows:

Years of Service	Vacation Time
0 - 3	10 days
4 - 9	15 days
10 +	1 additional day for each year of service to a maximum of 21 days total.

Vacation shall be earned from the 1st day of employment but shall not be usable until after the probationary period pursuant to 3:6. Vacation will be approved for amounts up to the number the employee has accrued including the current year's allotment except in circumstances where the employee has no accrued days in which case no more vacation days than the amount that can be recovered in one lag payroll (generally 10 work days) will be approved.

- 14:2 At the time of severance, pay for all unused vacation days will be based on the rate of pay on the date of the severance.
- 14:3 Employees assigned in the schools shall submit written requests for vacation, personal days or compensatory time. Said request will be submitted Chief at the location where he/she works for approval who will in turn, submit the request to the Building Principal for approval with the concurrence of the Supervisor of Buildings and Grounds. Employees not assigned to schools will forward their request directly to the Chief of Maintenance for approval who will submit it to the Supervisor of Buildings and Grounds for final approval.

Employees may request vacation or compensatory time at any time during the year, provided that such a request is submitted 48 hours in advance of the start of the vacation leave or compensatory time. The immediate supervisor may waive the 48 hour notice at his/her discretion for unusual circumstances. Requests will be granted in each work location unless such absence can be demonstrated to unduly disrupt the operational needs of the District. The Building Principal and Building and Grounds Supervisor shall respond to a vacation request within three (3) working days of the request's receipt. If two or more employees assigned to the same work site apply on the same day for vacation leave or compensatory time for the same or overlapping periods of time, the employee with the most seniority shall be given preference.

- 14:3.1 Vacation time may not be used in less than 1/4 day increments.
- 14:4 Employees who voluntarily terminate their employment shall be paid for all accrued vacation.
- 14:5 If an employee dies, his estate will be paid for any accrued vacation in accordance with State Law.
- 14:6 In accordance with State Law, an employee may accrue up to 42 days of vacation. However, any time accumulated as compensatory time shall be excluded from this provision. Compensatory time shall be accumulated as per the Federal Fair Labor Standards Act and shall be capped at nine (9) days.

ARTICLE FIFTEEN

HOLIDAYS

- 15:1 The following are holidays with pay for custodial employees:
- | | |
|---------------------------|--------------------|
| Independence Day | New Years Eve Day |
| Labor Day | New Years Day |
| Presidential Election Day | Martin Luther King |
| General Election Day | Good Friday |
| Veterans Day | |
| Thanksgiving Day | Memorial Day |
| Friday after Thanksgiving | Christmas Day |
| Christmas Eve | |
| President's Day | |

Any additional day proclaimed by the Governor or Superintendent.

- 15:2 The holidays listed above shall follow the approved school calendar.

ARTICLE SIXTEEN **LEAVES OF ABSENCE**

- 16:1 Leaves of absence, including sick leave and absences for other reasons, shall be according to Delaware State Law; and, in the event the law(s) related to leaves of absence, including sick leave and absences for other reasons is modified or amended, such amendments or modifications shall also be incorporated as part of this Agreement and shall supersede or modify any conflicting portion of this Article. A summary of State Law is placed at the end of this Agreement as Appendix B.
- 16:2 In addition to rights and benefits granted employees under the Family Medical Leave Act, a leave of absence without pay and without credit for experience toward salary computation, seniority or pension eligibility or computation, of up to one (1) year shall be granted for the sole purpose of personal illness or caring for a critically-ill member of the employee's immediate family subject to proper medical verification. Additional leave, for one (1) additional year only, may be granted upon recommendation of the Superintendent and approval by the Board.
- 16:3 Any employee elected to an office of the Delaware State Education Association or the National Education Association shall be granted a leave of absence without pay for a period of two (2) years. Such leave shall be renewable. Such leave shall be granted to not more than one (1) employee at any time, and the leave holder shall continue to accumulate seniority.
- 16:4 The employee on extended leave, paid or unpaid, shall notify the Board by certified mail, return receipt requested, no less than sixty (60) days prior to his/her intention to return to or resign from his/her position in the District.
- 16:5 At the end of an extended leave, the employee shall be assigned to the same or a similar position to the one from which leave was granted in accordance with his/her seniority.
- 16:6 Additional sick leave or leaves of absence for other reasons may be considered on an individual basis.

- 16:7 Employees on unpaid leaves of absence shall be able to continue to participate in Board sponsored group benefit programs at their own expense provided the company providing such benefits agrees.
- 16:8 Unpaid leaves of absence shall not constitute a break in continuous service but neither shall such leave time be credited toward seniority in the District or be a criterion for holiday, vacation, pay or other benefits, as set forth in this Agreement.
- 16:9 Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service in compliance with School Code. Employees are expected to report for work when excused from jury duty if two or more hours remain of their shift.
- 16:10 In addition to State-provided personal leave, the District will provide that when an employee is required to attend a legal proceeding as a party or is subpoenaed as a witness such absence shall not be charged against sick leave if the legal proceeding relates to school matters and the employee's presence as a party or witness is not caused by any fault or misconduct on the part of the employee as determined by the outcome of this proceeding.
- 16:11 It is the employee's responsibility to report his inability to be on duty at as early an hour as is practical in the manner prescribed by his/her supervisor. Night shift employees shall report the inability to report for work at least 2 hours prior to the start of his/her shift, except in the case of an emergency. An employee may be required to submit a doctor's certificate stating inability to work or written statement from the employee stating reasons for usage of sick leave.
- 16:12 Employees will be provided an annual record of their sick leave balance.
- 16:13 Leave without pay will be granted to no more than two (2) delegates to participate in the annual NEA Convention and the annual DSEA Leadership Academy.
- 16:14 Parental leave shall be granted to either parent upon the birth or adoption of a child based upon the rules and regulations adopted by the State Board of Education for maternity leave. Employees shall make application for such leave not later than one (1) month prior to the anticipated beginning of such leave. The employee shall notify the Superintendent or his/her designee of the date that the leave will actually begin no later than ten (10) days prior to commencing such leave.

ARTICLE SEVENTEEN

HOURS AND WORKING CONDITIONS

- 17:1 The normal work week for all employees shall consist of five (5) consecutive work days, Monday through Friday, inclusive. With two (2) work days' notice and Supervisor approval, employees may voluntarily select to work a five-day week that would include a Saturday and/or Sunday.
- 17:2 Shifts and Hours

- 17:2.1 The normal day shift shall consist of 8 hours commencing no earlier than 5:00 a.m. The normal night shift of 8 hours shall commence no earlier than 10:00 a.m. with the ending time adjusted accordingly.
- 17:2.2 There shall be a half-hour paid, scheduled duty-free lunch period and two 15-minute paid duty-free break periods during each shift. Employees may be asked to perform duties during these duty-free periods, provided the employee is provided compensatory time during the shift. Maintenance, grounds and courier can combine breaks due to driving time/duties with the approval of the supervisor of buildings and grounds or designee.
- 17:2.3 The District may create a second shift of 8 hours needed to cover regularly scheduled district and non paying community programs. The 2nd shift will be offered to building custodians in seniority order (most senior first). Absent volunteers, the least senior custodian in the building will be assigned the 2nd shift. As an alternative, a 2nd shift duty rotation may be established as determined by the Chief and the Principal.
- 17:3 ~~During the summer, the length of shifts may be adjusted to provide shortened work day on Fridays or a shortened work week.~~
During the Summer, the schedule must account for 40 hours per week, according to DE Code Chapter 14, 1311 & 1335. At least one month prior to this schedule change, the building and grounds supervisor will met with the associations leadership to discuss the summer schedule.
- 17:4 Work Beyond the Regular Shift

Employees shall not be eligible for overtime rates set forth below until they have worked 40 37.5 hours in a week as defined by the Fair Standards Labor Act.

- 17:4.1 Any authorized work in excess of the employee's regular work may be compensated at one and a half (1 1/2) times the employee's hourly rate, or at the option of the employee, provided the employee has accumulated less than nine (9) days of compensatory time, or by mutual agreement, if the employee has accumulated nine (9) or more of days of compensatory time, compensatory time at a rate of one and one-half (1 1/2) hours for each hour worked. A custodian will be on duty for the full length of a compensated school related or non-school related program/activity/meeting within a building. Time on duty may be limited on days buildings are used for elections.
- 17:4.2 Any authorized work performed on holidays or for ~~non-school related groups~~ on Sunday ~~shall may~~ be paid at a rate of two (2) times the employee's hourly rate, or at the option of the employee, provided the employee has accumulated less than nine (9) days of compensatory time, or by mutual agreement if the employee has accumulated nine (9) or more days of compensatory time, compensatory time at a rate of two (2) hours for each hour worked.
- 17:4.3 Authorized work outside the employee's regular work hours caused by utilization of a school building or school facility by a non-school related group will not be available for optional compensatory time. In such cases, the

employee will be paid the compensation at the appropriate rate set forth in 17:4 or 17:5.

17:4.4 The use of compensatory time shall be subject to the same procedures and policies as provided for vacation.

17:4.4.1 Compensatory time will not be used in less than two (2) hour increments.

17:4.5 All employees in a work location qualified to perform available overtime and who regularly perform such work shall be offered overtime on the basis of the employee with the least amount of overtime hours will be offered the overtime first. If the employee with the least amount of overtime hours refuses the available assignment, the employee with the next least amount of overtime hours will be offered the overtime. This procedure will continue until all available employees are offered the overtime on a voluntary basis.

17:4.6 Any overtime refused provided in 17:7 will be credited as hours worked for the equitable distribution of overtime hours to note that the employee had the opportunity to work with overtime assignment.

17:4.7 If all available employees refuse the available assignment, the employee with the least amount of overtime hours shall be assigned involuntarily. In cases of a tie, the employee who worked last shall have the right to decline.

17:4.8 All available overtime and the ~~list of overtime accumulation roster~~ for each site shall be posted and kept up-to-date in a location readily available to all employees. This will be sent annually (beginning of the fiscal year) to the Supervisor of Buildings and Grounds.

17:4.9 An employee called back to work outside his regular shift shall be paid a minimum two (2) hours at time and a half. This provision also covers boiler checks when instructed to do so. Said instructions may be verbal and confirmed in writing. Call back pay shall not be paid for work continuous to the employee's regular shift.

17:5 ~~An employee who is required to work at the approval of the Supervisor of Buildings and Grounds in a higher paying classification shall receive the higher rate of pay in such classification for the number of hours actually worked in such classification. An employee who is required to work at the approval of the Supervisor of Buildings and Grounds in a higher paying classification shall receive the higher rate of pay a flat rate based on the higher classification per pay day for the full day worked in such classification or a prorated flat rate based on for the number of hours actually worked in such classification when worked less than an eight hour shift.~~

<u>Higher Classification Worked</u>	<u>Flat Rate per 8-Hour Shift Worked</u>	<u>Prorated Hourly Rate for Work Less Than 8 hours</u>
<u>Grounds/Mail Courier</u>	<u>\$16 per 8-hour shift</u>	<u>\$2 per hour for hours worked.</u>
<u>Chief 5 or less</u>	<u>\$24 per 8-hour shift</u>	<u>\$3 per hour for hours worked.</u>
<u>Chief 6 or More</u>	<u>\$32 per 8-hour shift</u>	<u>\$4 per hour for hours worked.</u>

<u>Maintenance</u>	<u>\$40 per 8-hour shift</u>	<u>\$5 per hour for hours worked.</u>
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- 17:6 A custodian who is requested or required to work a shift other than his/her regular shift, regardless if such is an involuntary transfer, shall be paid at a Chief I salary during the period he/she is working the different shift. Twenty-four hour's notice, if possible, must be given if a shift change is required. No employee shall be required to work two full back to back shifts. -The provisions of 17:5 shall not apply under this type of shift change.
- 17:7 Work assignments shall be distributed as equitably as possible within each classification at each work site.
- 17:8 Salaried employees shall suffer no loss in pay in the event a state of emergency is declared resulting in the schools being closed or in the event employees' hours are reduced due to emergency closings. Employees required to report to work during the time a declared state of emergency by the Governor is in effect will be paid an additional one-half time their regular rate (in addition to regular time) for said hours worked.
- 17:9 When schools are closed due to inclement weather (snow, ice, i.e. conditions that require additional work for schools to open or remain open), supervisors will contact the employees by telephone. The Buildings and Grounds Supervisor may at his/her discretion move employees from school to school to facilitate the snow removal, damage cleanup, etc. during inclement weather circumstances so all facilities are ready for the reopening of schools. Employees unable to report to work may take a vacation day, use available compensatory time, sick leave or be docked. If school is closed early due to heat, then the custodian schedule will be adjusted to still allow basic cleaning and trash removal to be completed. This last sentence applies to non air-conditioned schools only. On days when school opening is delayed due to fog, custodians will be allowed to report to work late on that shift commensurate with the length of the announced delay
- 17:10 Custodians may perform student crossing guard duty only after adequate training from qualified officials. Training will be provided within 60 days of the signing of this contract or 60 days of initial employment. Custodians will perform traffic control or car parking only if necessary during high school graduation.
- 17:11 Education Training Program for Custodians.
- 17:11.1 The first sixty (60) hours of schooling for the general custodian subsidy under the Department of Public Instruction shall be on-the-job training. ~~Each employee will receive credit for thirty (30) hours on-the-job training in each of his/her first two (2) years to receive the special training pay for custodians.~~
- Custodian Certificate (60 class hours)
 - Assistant Chief Fireman and Custodian Certificate (90 class hours)
 - Chief Custodian Certificate (120 class hours)
- 17:11.2 The District shall send the Association President a copy of the registration form submitted to the Department of Education.

17:11.3 The District shall, in writing, provide the Association President with the names of individuals who have successfully completed each of the required courses.

17:11.4 Employees eligible for state training supplements shall be afforded the opportunity to attend training programs prior to such eligibility.

17:11.5 The District shall reimburse regular, full-time employees for tuition for licenses and trades.

The district shall budget \$ 5,000 annually to reimburse regular full-time employees for tuition for college level courses approved by the district and related to the employee's current duties with the district. From this fund the district shall pay the fee for trade-specific courses that have been preapproved. (These could include but are not limited to: electrical, HVAC, Carpentry, Grounds training, ect.) An employee who voluntarily terminates employment with the Capital School District or is terminated for cause prior to the date that reimbursements are made will not be reimbursed.

17:12 The District will make every effort to provide a substitute custodian for absences.

17:13 Uniforms

17:13.1 The District shall provide each new custodian initially with five (5) uniform shirts (short or long sleeve as chosen by the employees) and five (5) pairs of uniform pants. Each fiscal year thereafter, the District will provide custodians with 5 new uniform articles which may include but are not limited to shirts, pants, hats, jackets, and hoodies. Provision of jackets are limited to one (1) every three (3) years.. The employees shall be required to wear the uniform during the months schools are in session. In the summer months, when school is not in session, employees may wear alternative, acceptable dress. Should the district choose a uniform replacement vendor, the parties shall negotiate the impact on Article 17 section 13.1.

17:13.2 For maintenance and Ground Crew personnel, the District shall provide each employee initially with five (5) uniform shirts (short or long sleeve as chosen by the employee) and five (5) pairs of uniform pants. In addition, the District shall provide each maintenance and ground crew personnel with two (2) sets of coveralls (one lined, one not) to be worn. Each fiscal year thereafter, the District shall provide maintenance and grounds crew personnel with five (5) new uniform articles that may include but are not limited to shirts, pants, hats, jackets, and hoodies. Provision of jackets are limited to one every three (3) years. The coveralls shall be replaced every five (5) years unless request for replacement is approved by the Supervisor,. The District shall provide initially a total of four (4) sets of coveralls to be utilized by field personnel as needed. No additional coveralls shall be purchased as field personnel change. In addition, appropriate shoes/footwear every year for maintenance and grounds crew only. The employees shall be required to wear the uniform during the months schools are in session. In the summer months, when school

is not in session, employees may wear alternative, acceptable dress. Should the district choose a uniform replacement vendor, the parties shall negotiate the impact on Article 17 section 13.1, with a minimum budget of \$250 per person-

- 17:14 Custodians are not required to clean areas behind the serving line in the cafeteria during the regular school year. It is the understanding of the parties that cleaning cafeteria tables is the primary responsibility of cafeteria workers.

ARTICLE EIGHTEEN

SAFETY

- 18:1 The Employer and the Association shall cooperate in enforcement of safety regulations.
- 18:2 Employees will not be required to work in unsafe or unhealthy situations. In such situations, the employee will notify his supervisor immediately and the Employer will take prompt action to correct the unsafe or unhealthy condition
- 18:3 The Employer will provide disposable protective clothing and equipment when they are performing such work as painting, cleaning of boilers, working on automobiles and working with hazardous liquids or materials.
- 18:4 All conditions involving asbestos will be treated according to AHERA regulations concerning asbestos in the work place. Any deviation from these regulations shall be brought to the attention of the Supervisor of Buildings and Grounds immediately.
- 18:5 All conditions involving the safety of equipment, protective or otherwise are subject to OSHA regulations. Any deviation from the regulations shall be brought to the attention of the Supervisor of Buildings and Grounds immediately.
- 18:6 The Capital District shall make every reasonable attempt to provide all tools necessary to efficiently and safely perform work customarily required of members of this bargaining unit. Employees are responsible for maintaining all tools in safe and working order. Employees shall report all defective equipment to their supervisor and what, if any, temporary repairs they attempted or made. If personal tools are used without permission, the District is not liable for any damage, repair or injury incurred by the use of those tools.
- 18:7 To the extent possible, snow blowers and plows will be made available to minimize the shoveling of snow.
- 18:8 The District will give NIOSH and/or MSHA approved masks and filters to employees upon request and when required to meet OSHA guidelines. It will also provide training before the employee's initial use of the equipment.
- 18:9 Phones supplied to maintenance employees by the District shall be capable of receiving and making outside calls. Maintenance, Grounds, Chief's, & Couriers personnel will be provided a district phone or the opportunity to enroll in the district's cellphone reimbursement plan. Employees can obtain the paperwork to enroll in the reimbursement plan from HR.

- 18:10 There shall be a safe in the vehicle the courier uses for transporting valuables or sensitive material.

ARTICLE NINETEEN
SALARIES AND EMPLOYEE BENEFITS

- 19:1 Employees shall be compensated according to Schedule A. Employees hired on less than a full-time basis shall be paid pro-rata for the hours actually worked.
- 19:2 All increases in the State salary schedules and supplements, State bonuses and State cost-of-living adjustments shall be passed on to all employees.
- 19:3 The Board shall continue to provide a Disability Insurance Plan with minimum terms as listed below at no cost to the employee. When, at such time as all custodial employees are enrolled in alternative disability plans through the State of Delaware, the district obligation to continue the disability plan specified herein will cease.

Illness

60 elimination period
60% of monthly income to
\$4,000* until age 65

Accident

60 day elimination period
60% of monthly income to
\$4,000* until age 65

*Less any benefits payable from other Group Insurance plans, Social Security and/or State Pension Plan.

- 19:4 All qualified employees will be eligible to participate in the State of Delaware Pension Plan in accordance with the applicable provisions of the Delaware Code.
- 19:5 All employees will be covered by the State of Delaware Blood Bank Program.
- 19:6 All employees may participate in the State group life insurance plan on a contributory basis.
- 19:7 All employees will be covered by the State of Delaware Worker's Compensation Plan and the unemployment compensation program.
- 19:8 Employees required to use their own vehicles in the performance of their duties shall be reimbursed for their mileage at the rate prescribed by the State of Delaware Code. This shall include maintenance employees who must answer after hour call ins who shall be reimbursed from home to the call-in site and back home.
- 19:9 Upon retirement, employees on the effective date of this contract shall be paid for the local portion of their salary for each day of accumulated sick leave according to the provisions of Section 1318 (G) of Title 14, DE Code, that apply for the State portion of such payment. This benefit shall not apply to those hired after the effective date of this contract.

19:10 Supplements for supervisory responsibilities and special training shall be set forth in Schedule A.

19:11 Bonus pay will be granted to those employees who maintain a good attendance record. With perfect attendance in the preceding fiscal year an employee will be granted three (3) days of pay at the employee's regular daily rate, payable in lump sum by the 2nd payroll in September. An employee with only one day of absence during the preceding fiscal year will be granted two (2) days of pay at the employee's regular daily rate, payable in lump sum by the 2nd payroll in September. Employees may be absent for one personal day and still qualify for each of the bonus pay opportunities.

19:12 Shift Differential

Each employee regularly scheduled for night shift work specified in 17:2.1 shall receive twenty cents (20¢) per hour in addition to his her regular wage rate for regular and overtime hours worked.

19:13 If an employee has or obtains a Class A driving license and drives vehicles for the district that require a Class A license during the course of the work year, the district shall reimburse the employee for the cost of the license.

ARTICLE TWENTY **EMPLOYEE FACILITIES**

20:1 The District will continue to provide an employee lounge area convenient for all employees. The lounge shall be equipped with suitable ventilation

20:2 Lockers shall be provided for the storage of coats and other personal articles, as appropriate.

20:3 Individual mailboxes will be provided for all custodial/maintenance employees.

ARTICLE TWENTY-ONE **ADMINISTRATIVE/EMPLOYEE LIAISON**

21:1 Upon a 48 hour notice, the Supervisor of Buildings and Grounds shall meet with the CSA President and the CSA Liaison Team at the request of the President to discuss concerns relating to contract administration terms and conditions of employment, policy matters, and other relevant topics.

ARTICLE TWENTY-TWO
MISCELLANEOUS PROVISIONS

- 22:1 Conditions: The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future endorsement of the terms and conditions herein.
- 22:2 Alteration of Agreement: This agreement may be altered only by an instrument executed in writing, signed by the parties, and ratified by the Board of Education and the Union membership.
- 22:3 Miscellaneous Provision: This agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of the Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement except for mandatory subjects of bargaining (wages, hours, and terms and conditions of employment) which will be in an expedited format with limited representatives for each party. Such negotiations shall not occur more than twice in any school year. The parties shall re-open this agreement for salary and benefits if the Capital School District successfully passes a referendum during the terms of this agreement.
- 22:4 Individual Contracts: Any individual contract between the Board and an individual employee, heretofore and hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement.
- 22:5 All contracts will be placed on the Capital School District web site in a PDF format. All employees may access the contract using this format.
- 22:6 Notice to Parties: Whenever any notice is required to be given by either party to this agreement to the other, pursuant to the provisions of this agreement, either party shall do so by letter or by electronic means at the following addresses:
- 22:6.1 If by Association to Board, the address of the District Office.
- 22:6.2 If by Board to Association, the home address of the Association President.
- 22:7 If any provisions or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall be invalid; but all other provisions or applications of this Agreement shall continue in full force and effect.
- 22:8 The Association and the Board shall meet soon as practical to re-negotiate the invalidated provision(s) of this Agreement.

ARTICLE TWENTY-THREE
DURATION OF AGREEMENT

23:1 The Association agrees that there shall be no strike during the term of this Agreement.

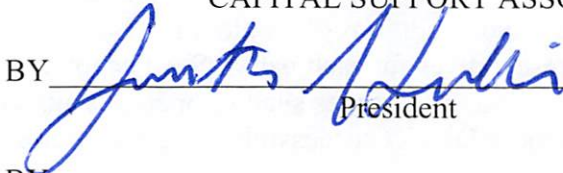
23:2 The District agrees that there shall be no lock-out during the term of this Agreement.

This contract shall cover the period **July 1, 2023** through **June 30, 2026**. All alterations to the predecessor contract shall become effective upon signing by the parties.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

CAPITAL SUPPORT ASSOCIATION, DSEA, NEA

BY



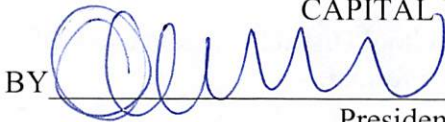
President

BY

Negotiating Chairperson

CAPITAL BOARD OF EDUCATION

BY



President

BY

Executive Secretary

Date:

10/14/20

APPENDIX A SALARIES



CAPITAL SCHOOL DISTRICT SALARY SCHEDULE FOR CUSTODIANS & MAINTENANCE 2026-2027

	Custodian			Assist. Chief Custodian			Chief Custodian						Maintenance/Craftsperson			
	Custodian ⁵			Custodian/Fireman Grounds/Mail Courier ¹⁰			Chief/5 or less ^{20A}			Chief/6 or more ²⁰			Maintenance ^{30A} (Maint Mech) ³⁰ (Craftperson)			
Step	State	Local	Total	State	Local	Total	State	Local	Total	State	Local	Total	State	Local	Total	Exp
1	26,769	9,284	36,053	27,378	9,444	36,822	28,914	9,723	38,637	28,914	9,927	38,841	30,257	10,622	40,879	0
2	27,229	9,412	36,641	27,839	9,577	37,416	29,376	9,866	39,242	29,376	10,071	39,447	30,955	11,065	42,020	1
3	27,689	9,542	37,231	28,299	9,712	38,011	29,856	10,008	39,864	29,856	10,217	40,073	31,644	11,508	43,152	2
4	28,148	9,669	37,817	28,762	9,846	38,608	30,374	10,151	40,525	30,374	10,364	40,738	32,335	11,949	44,284	3
5	28,610	9,801	38,411	29,220	9,979	39,199	30,894	10,293	41,187	30,894	10,509	41,403	33,027	12,393	45,420	4
6	29,069	9,927	38,996	29,677	10,113	39,790	31,415	10,434	41,849	31,415	10,653	42,068	33,719	12,837	46,556	5
7	29,532	10,058	39,590	30,201	10,248	40,449	31,928	10,577	42,505	31,928	10,798	42,726	34,409	13,280	47,689	6
8	30,027	10,184	40,211	30,723	10,378	41,101	32,446	10,720	43,166	32,446	10,945	43,391	35,100	13,722	48,822	7
9	30,548	10,328	40,876	31,239	10,514	41,753	32,967	10,862	43,829	32,967	11,089	44,056	35,793	14,163	49,956	8
10	31,065	10,445	41,510	31,757	10,647	42,404	33,486	11,002	44,488	33,486	11,234	44,720	36,485	14,607	51,092	9
11	31,585	10,574	42,159	32,275	10,782	43,057	34,003	11,146	45,149	34,003	11,382	45,385	37,176	15,050	52,226	10
12	32,102	10,750	42,852	32,797	10,915	43,712	34,519	11,288	45,807	34,519	11,523	46,042	37,868	15,493	53,361	11
13	32,630	10,808	43,438	33,331	10,974	44,305	35,045	11,349	46,394	35,045	11,588	46,633	38,579	15,598	54,177	12
14	33,171	10,866	44,037	33,877	11,033	44,910	35,582	11,414	46,996	35,582	11,654	47,236	39,305	15,701	55,006	13
15	33,723	10,866	44,589	34,436	11,033	45,469	36,129	11,414	47,543	36,129	11,654	47,783	40,049	15,701	55,750	14
16	34,286	10,866	45,152	35,001	11,333	46,334	36,687	11,414	48,101	36,687	11,654	48,341	40,809	15,701	56,510	15

Custodians who have the qualifications required by the certifying board and who work and are paid for 12 months per year shall be paid in accordance with the above

- 1) An additional local supplement will be paid for supervisory responsibility to Chief Custodians as follows:

Elementary Schools/Night Supervisors	\$1,500
Middle Schools and Grounds Crew Chief	\$1,800
Dover High School	\$2,100

- 2) An additional local supplement will be paid to maintenance personnel for licensures at: \$2,059
For maintenance employees, a General Contractors license will not qualify for said stipend.
Local supplement for Chief of Maintenance Department is: \$3,000

- 3) Grounds Crew will be paid from the Custodian/Fireman scale.

Night shift paid a per hour differential of: \$0.20

APPENDIX A SALARIES



CAPITAL SCHOOL DISTRICT SALARY SCHEDULE FOR CUSTODIANS & MAINTENANCE 2027- 2028

	Custodian			Assist. Chief Custodian			Chief Custodian						Maintenance/Craftsperson			
	Custodian ⁵			Custodian/Fireman Grounds/Mail Courier ¹⁰			Chief/5 ^{20A} or less			Chief/6 ²⁰ or more			Maintenance ^{30A} (Maint Mech) ³⁰ (Craftperson)			
Step	State	Local	Total	State	Local	Total	State	Local	Total	State	Local	Total	State	Local	Total	Exp
1	-	10,184	10,184	-	10,344	10,344	-	10,623	10,623	-	10,927	10,927	-	11,622	11,622	0
2	-	10,312	10,312	-	10,477	10,477	-	10,766	10,766	-	11,071	11,071	-	12,065	12,065	1
3	-	10,442	10,442	-	10,612	10,612	-	10,908	10,908	-	11,217	11,217	-	12,508	12,508	2
4	-	10,569	10,569	-	10,746	10,746	-	11,051	11,051	-	11,364	11,364	-	12,949	12,949	3
5	-	10,701	10,701	-	10,879	10,879	-	11,193	11,193	-	11,509	11,509	-	13,393	13,393	4
6	-	10,827	10,827	-	11,013	11,013	-	11,334	11,334	-	11,653	11,653	-	13,837	13,837	5
7	-	10,958	10,958	-	11,148	11,148	-	11,477	11,477	-	11,798	11,798	-	14,280	14,280	6
8	-	11,084	11,084	-	11,278	11,278	-	11,620	11,620	-	11,945	11,945	-	14,722	14,722	7
9	-	11,228	11,228	-	11,414	11,414	-	11,762	11,762	-	12,089	12,089	-	15,163	15,163	8
10	-	11,345	11,345	-	11,547	11,547	-	11,902	11,902	-	12,234	12,234	-	15,607	15,607	9
11	-	11,474	11,474	-	11,682	11,682	-	12,046	12,046	-	12,382	12,382	-	16,050	16,050	10
12	-	11,650	11,650	-	11,815	11,815	-	12,188	12,188	-	12,523	12,523	-	16,493	16,493	11
13	-	11,708	11,708	-	11,874	11,874	-	12,249	12,249	-	12,588	12,588	-	16,598	16,598	12
14	-	11,766	11,766	-	11,933	11,933	-	12,314	12,314	-	12,654	12,654	-	16,701	16,701	13
15	-	11,766	11,766	-	11,933	11,933	-	12,314	12,314	-	12,654	12,654	-	16,701	16,701	14
16	-	11,766	11,766	-	12,233	12,233	-	12,314	12,314	-	12,654	12,654	-	16,701	16,701	15

Custodians who have the qualifications required by the certifying board and who work and are paid for 12 months per year shall be paid in accordance with the

- 1) An additional local supplement will be paid for supervisory responsibility to Chief Custodians as follows:

Elementary Schools/Night Supervisors	\$1,500
Middle Schools and Grounds Crew Chief	\$1,800
Dover High School	\$2,100

- 2) An additional local supplement will be paid to maintenance personnel for licensures at: \$2,059
For maintenance employees, a General Contractors license will not qualify for said stipend.
Local supplement for Chief of Maintenance Department is: \$3,000
- 3) Night shift paid a per hour differential of: \$ 0.20

APPENDIX A SALARIES



CAPITAL SCHOOL DISTRICT SALARY SCHEDULE FOR CUSTODIANS & MAINTENANCE 2028 - 2029

	Custodian			Assist. Chief Custodian			Chief Custodian						Maintenance/Craftsperson			
	Custodian ⁵			Custodian/Fireman Grounds/Mail Courier ¹⁰			Chief/5 ^{20A} or less			Chief/6 ²⁰ or more			Maintenance ^{30A} (Maint Mech) ³⁰ (Craftperson)			
Step	State	Local	Total	State	Local	Total	State	Local	Total	State	Local	Total	State	Local	Total	Exp
1	-	11,084	11,084	-	11,244	11,244	-	11,523	11,523	-	11,927	11,927	-	12,622	12,622	0
2	-	11,212	11,212	-	11,377	11,377	-	11,666	11,666	-	12,071	12,071	-	13,065	13,065	1
3	-	11,342	11,342	-	11,512	11,512	-	11,808	11,808	-	12,217	12,217	-	13,508	13,508	2
4	-	11,469	11,469	-	11,646	11,646	-	11,951	11,951	-	12,364	12,364	-	13,949	13,949	3
5	-	11,601	11,601	-	11,779	11,779	-	12,093	12,093	-	12,509	12,509	-	14,393	14,393	4
6	-	11,727	11,727	-	11,913	11,913	-	12,234	12,234	-	12,653	12,653	-	14,837	14,837	5
7	-	11,858	11,858	-	12,048	12,048	-	12,377	12,377	-	12,798	12,798	-	15,280	15,280	6
8	-	11,984	11,984	-	12,178	12,178	-	12,520	12,520	-	12,945	12,945	-	15,722	15,722	7
9	-	12,128	12,128	-	12,314	12,314	-	12,662	12,662	-	13,089	13,089	-	16,163	16,163	8
10	-	12,245	12,245	-	12,447	12,447	-	12,802	12,802	-	13,234	13,234	-	16,607	16,607	9
11	-	12,374	12,374	-	12,582	12,582	-	12,946	12,946	-	13,382	13,382	-	17,050	17,050	10
12	-	12,550	12,550	-	12,715	12,715	-	13,088	13,088	-	13,523	13,523	-	17,493	17,493	11
13	-	12,608	12,608	-	12,774	12,774	-	13,149	13,149	-	13,588	13,588	-	17,598	17,598	12
14	-	12,666	12,666	-	12,833	12,833	-	13,214	13,214	-	13,654	13,654	-	17,701	17,701	13
15	-	12,666	12,666	-	12,833	12,833	-	13,214	13,214	-	13,654	13,654	-	17,701	17,701	14
16	-	12,666	12,666	-	13,133	13,133	-	13,214	13,214	-	13,654	13,654	-	17,701	17,701	15

Custodians who have the qualifications required by the certifying board and who work and are paid for 12 months per year shall be paid in accordance with the

- 1) An additional local supplement will be paid for supervisory responsibility to Chief Custodians as follows:

Elementary Schools/Night Supervisors	\$1,500
Middle Schools and Grounds Crew Chief	\$1,800
Dover High School	\$2,100

- 2) An additional local supplement will be paid to maintenance personnel for licensures at: \$2,059
For maintenance employees, a General Contractors license will not qualify for said stipend.
Local supplement for Chief of Maintenance Department is: \$3,000

- 3) Night shift paid a per hour differential of: \$ 0.20

Appendix A

Capital School District Health & Dental Contributions per month

Health Plan	Fixed
First State Basic Plan	0
Aetna Employee	\$19.21
Aetna Employee and Spouse	\$57.75
Aetna Employee and Child	\$33.66
Aetna Family	\$70.07
Aetna CHD Gold Employee	\$15.30
Aetna CHD Gold Employee & Spouse	\$33.66
Aetna CHD Gold Employee & Child(ren)	\$26.78
Aetna CHD Gold Family	\$61.20
BCBS CDH Gold Employee	\$15.30
BCBS CDH Gold Employee & Spouse	\$33.66
BCBS CDH Gold Employee & Child(ren)	\$26.78
BCBS CDH Gold Family	\$61.20
Blue Employee	\$19.63
Blue Employee and Spouse	\$60.82
Blue Employee and Child(ren)	\$34.35
Blue Family	\$73.74
Comp Employee	\$61.97
Comp Employee and Spouse	\$131.22
Comp Employee and Child	\$104.70
Comp Family	\$164.15

Dental Plan	Fixed
Dental – Employee	\$28.59
Dental – Employee & Spouse	\$85.67
Dental – Employee & Child(ren)	\$85.67
Dental – Family	\$85.67

APPENDIX B

LEAVES AND ABSENCES

Leaves Interpretations

Calendar days include Saturday, Sunday, and any days schools are not in session.

Ten, eleven, or twelve days of sick leave are to be available at the start of the school year. Adjustments for employees who terminate service prior to the end of the year are to be made in the final pay check. (State Board of Education regulation, May 18, 1972)

Accumulation of Annual Leave

Title 14, Para. 1318(h) limits the maximum lawful amount of annual leave that any employee can accumulate to 42 days. This section specifies when and how adjustments to accumulated annual leave are to be made.

Sick Leave

Allowances - Sick leave allowances are as follows: 10 days for 10-month employees, 11 days for 11-month employees, and 12 days for 12-month employees at full pay, no maximum number of accumulated days.

Transfer of - Sick leave accumulated by an employee of any State agency shall be transferred when said employee begins subsequent employment in a school district. If there is a break in service, the transfer can only occur if the break was for less than six (6) months.

Work Related Injury or Disease - Worker's Compensation shall be governed by Delaware Code Title 19 Chapter 23.

Terminal Pay for Accumulated Sick Leave - Title 14, Para. 1318(g) provides that in the case of an employee to be retired subsequent to June 1, 1969, after serving in covered employment under provisions of Title 29, Ch. 55, payment shall be made for each unused sick leave day, not to exceed 90 days upon retirement. The total amount paid shall be based on that portion of the salary computed in accordance with State schedules, regardless of the source of funding, and shall be based upon 50% of the per diem rate of pay in effect at the time of retirement. Per diem rates are specified in Title 14, §1318(g).

Sick Leave and Absences for Other Reasons

Teachers and other school employees may be absent for the following reasons without loss of pay.

1. **Death in the Immediate Family.** Up to five (5) working days. Immediate family is defined as employee's spouse or domestic partner; parent, stepparent or child of the employee, spouse or domestic partner; employee's grandparent

or grandchild; employee's sibling; spouse of employee's child; any relative who resides in the same household; or any minor child for whom the employee has assumed and carried out parental responsibilities. This absence shall be in addition to other leaves granted the employee. 14 Del.C §1318(b).

2. Critical Illness in Immediate Family. Three (3) calendar days per critical illness, to be counted in sick leave. 14 Del.C §1318(c).
3. Death of a Near Relative. One (1) day for the funeral. Near relative is defined as first cousin, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, grandparent-in-law, or any other friend living in the employee's household. This absence shall be in addition to other leaves granted the employee. 14 Del.C §1318(d).
4. Religious Holidays. No more than three (3) calendar days per year, to be counted in sick leave. 14 Del.C §1318(e).
5. Personal Leave. An employee may be absent without loss of pay no more than three (3) days per fiscal year for personal reasons of the employee. Such absences shall be included in the sick leave of the employee. Such absences must be approved by the chief school officers. 14 Del.C §1318(f).

Deduction for Unexcused Absence

For each day's absence for reasons other than those permitted under Title 14, §1318 there shall be deducted 1/188th of the annual salary of the employee who is employed for 10 months and 1/222nd for the employee who is employed 12 months, for each day of unexcused absence. 14 Del.C §1320.

Note: State law requires that employing boards keep an accurate record of absences. (See Personnel Records of State Handbook.)

APPENDIX C
CAPITAL SCHOOL DISTRICT
JOB DESCRIPTION

Title: CUSTODIAN

Reports To: Immediate Supervisor (Chief or Night Supervisor)

Primary Function: Performs custodial duties as assigned; develops and implements custodial services which will provide clean, comfortable, healthful, safe and attractive buildings and grounds.

PERFORMANCE RESPONSIBILITIES:

- Performs general custodial responsibilities; i.e., scrub, wax, buff, dust, sweep or clean floors, walls, blinds, furniture, lavatories, locker rooms, lockers, shelves, offices, fixtures and glass surfaces as required.
- Performs grounds and maintenance responsibilities such as snow removal, boiler cleaning, athletic field marking, etc.
- Demonstrates the ability to operate machinery such as: vacuums, waxers, buffers, scrubbers, etc.
- Assists in delivery of supplies and equipment.
- Reports to the immediate supervisor any conditions that require the attention of maintenance personnel.
- Performs crossing guard duty, as required.
- Works with all school personnel and students to maintain positive school relationships.
- Moves furniture/equipment within building, as needed.
- Demonstrates regularity in attendance and promptness in reporting.
- Demonstrates the ability to handle (oral/written) communications.
- Demonstrates the ability to carry out directives from the immediate supervisor.
- Demonstrates the ability to adapt to changes in daily routine.

- Demonstrates the ability to perform his/her tasks independently.
- Follows all District and Building safety regulations.
- Assists outside organizations, using school facilities, as assigned.
- Should be able to lift 50 lbs.
- Performs related work as assigned.

APPENDIX C

CAPITAL SCHOOL DISTRICT

JOB DESCRIPTION

Title: CHIEF I & II
Reports To: Immediate Supervisor (Supervisor of Building/Grounds)
Primary Function: Provide leadership in the supervision of the cleaning, minor and preventive maintenance of the school building and grounds.

PERFORMANCE RESPONSIBILITIES:

- Supervises all custodians assigned to him/her on the shift.
- Demonstrates knowledge of general custodial responsibilities.
- Maintains a written custodial and housecleaning schedule.
- Makes inspections to ensure that custodial schedules are performed.
- Trains all new custodians under his/her supervision.
- Performs general custodial/preventative maintenance responsibilities and minor repairs as circumstances require by size of the building.
- Conducts and signs annual evaluations of all custodians for whom they are assigned, prior to signature and approval of the Supervisor and Building and Grounds.
- Manages Level I Grievances and assists in Level 2 Grievances.
- Keeps a running inventory of custodial supplies and submits requisitions to the proper designations.
- Has responsibility for school building on weekends and holidays with respect to the proper operation of mechanical equipment and security of the building.
- Demonstrates the ability to read operating instructions, write reports, and maintain written records.
- Assumes the responsibility for opening the building each school day.
- Responds to the emergency calls at any time.

- Works with all school personnel and administrators to maintain positive school relationships.
- Demonstrates regularity in attendance and promptness in reporting.
- Demonstrates the ability to perform his/her tasks independently.
- Performs related work as assigned by the immediate supervisor that falls under the duties of a Chief.
- Arranges for physical requirements for school rentals, dances, and other activities.
- Should be able to lift 50 lbs.
- Follows all District and Building safety regulations.
- Communicates with the night supervisor on a daily basis.
- Works cooperatively with all custodial staff.

APPENDIX C
CAPITAL SCHOOL DISTRICT
JOB DESCRIPTION

Title: NIGHT SUPERVISOR
Reports To: Chief Custodian
Primary Function: Supervise custodial duties that have been assigned by the Chief Custodian.

PERFORMANCE RESPONSIBILITIES:

- Supervises all custodians assigned to him/her on the shift and during emergencies such as snow removal, storm clean-up, etc.
- Demonstrates knowledge of general custodial responsibilities.
- Maintains a written custodial and housecleaning schedule.
- Makes inspections to ensure that custodial schedules are performed.
- Trains all new custodians under his/her supervision.
- Performs general custodial/preventative maintenance responsibilities as circumstances require by size of the building.
- Conducts and signs annual evaluations of all custodians for whom they are assigned, prior to signature and approval of the Supervisor of building and grounds or designee.
- Keeps a running inventory of custodial supplies and submits requisitions to the proper designation.
- Demonstrates the ability to read operating instructions, write reports, and maintain written records.
- Should be able to lift 50 lbs.
- Assumes the responsibility for closing the building each school day.
- Works cooperatively with the Chief and other custodial staff.
- Demonstrates regularity in attendance and promptness in reporting.

- Demonstrates the ability to perform his/her tasks independently.
- Follows all District and Building safety regulations.
- Communicates with the Chief custodian on a daily basis.
- Performs related work as assigned by the immediate supervisor that falls under the duties of Night Supervisor.

APPENDIX C
CAPITAL SCHOOL DISTRICT
JOB DESCRIPTION

Title: MAINTENANCE SUPERVISOR

Reports To: Immediate Supervisor (Supervisor of Building/Grounds)

Primary Function: Provide leadership in the supervision of the maintenance and grounds crew in the specialized repair/upkeep for plumbing, painting, carpentry, electrical, heating and cooling systems, and motor vehicle and equipment repair.

PERFORMANCE RESPONSIBILITIES:

- Demonstrates knowledge and skill in preventive maintenance.
- Maintains the preventive maintenance system keeping current data, repair records, work orders and preventive maintenance records.
- Supervises all maintenance mechanics and grounds support personnel in the District.
- Maintains a written schedule of requested work and schedule of employees.
- Makes inspections to ensure that maintenance schedules are performed.
- Should be able to lift 50 lbs.
- Trains all new maintenance personnel.
- Conducts and signs annual evaluations of the maintenance personnel, prior to signature and approval of the Supervisor of Buildings and Grounds.
- Maintains records of requisitions and assignments completed, and inventory of all maintenance supplies and equipment.
- Operates motor vehicles with a valid Class "D" license.
- Demonstrates the ability to communicate directives.
- Responds to emergency calls anytime.
- Works with all school personnel and administrators to maintain positive school relationships.

- Demonstrates regularity in attendance and promptness in reporting.
- Operates equipment, as required.
- Demonstrates ability to perform broad range of maintenance and grounds duties.
- Demonstrates ability to read operating instructions, blueprints, schematics and directives.
- Performs maintenance and grounds responsibilities that require specialized equipment, training and/or licensing.
- Performs related work as assigned by the immediate supervisor that falls under the duties of Maintenance Supervisor.

APPENDIX C
CAPITAL SCHOOL DISTRICT
JOB DESCRIPTION

Title: GROUND CREW
Reports To: Immediate Supervisor (Maintenance Supervisor)
Primary Function: Maintain safe, attractive and efficient school property.

PERFORMANCE RESPONSIBILITIES:

- Demonstrates ability to operate all motor vehicles with a valid Class “D” license and grounds equipment.
- Ability to maintain minor repairs of grounds equipment.
- Performs grounds maintenance for athletic fields, grass, trees, shrubbery, sidewalks, driveways, parking lots, etc.
- Reports to the immediate supervisor any conditions that require maintenance personnel attention.
- Demonstrates the ability to handle (oral/written) communications.
- Works with all school personnel and administrators to maintain positive school relationships.
- Demonstrates regularity in attendance and promptness in reporting.
- Demonstrates the ability to carry out directives from the immediate supervisor.
- Substitutes for Courier or Shipping/Receiving Clerk as needed.
- Demonstrates the ability to perform his/her tasks independently.
- Makes deliveries to school buildings as directed.
- Follows all District and Building safety regulations.
- Operates snow removal equipment, as required.

- Should be able to lift 50 lbs.
- Sprays pesticides and herbicides in a safe manner. Maintains current pesticide application license.
- Performs related work as assigned by the immediate supervisor that falls under the duties of Grounds Crew.

APPENDIX C
CAPITAL SCHOOL DISTRICT
JOB DESCRIPTION

Title: MAINTENANCE MECHANIC

Reports To: Immediate Supervisor (Chief of Maintenance)

Primary Function: Maintain specialized repair, upkeep for plumbing, painting, carpentry, electrical, heating and cooling systems and motor vehicle and equipment repair.

PERFORMANCE RESPONSILBILITIES:

- Demonstrates the ability to handle (oral/written) communications.
- Operates equipment, as required.
- Performs snow removal as required.
- Demonstrates ability to perform broad range of maintenance and grounds duties.
- Operates motor vehicles with a valid Class “D” license.
- Keeps inventories and daily records of work performed and completed.
- Should be able to lift 50 lbs.
- Responds to emergency calls at any time.
- Demonstrates ability to read operating instructions, blueprints, schematics and directives.
- Performs maintenance and ground responsibilities that require specialized equipment, training and/or licensing.
- Demonstrates the ability to perform his/her tasks independently.
- Follows all District and building safety regulations.

APPENDIX C
CAPITAL SCHOOL DISTRICT
JOB DESCRIPTION

Title: COURIER
Reports To: Immediate Supervisor (Supervisor of Building/Grounds)
Primary Function: Transports supplies, equipment, and mail throughout the Capital School District and local, State, and government agencies.

PERFORMANCE RESPONSIBILITIES:

- Holds and maintains a valid Class “D” license to operate a motor vehicle.
- Works with all school personnel and students to maintain positive school relationships.
- Assists with snow removal.
- Demonstrates regularity in attendance and promptness in reporting.
- Demonstrates the ability to handle (oral/written) communications.
- Demonstrates the ability to carry out directives.
- Demonstrates the ability to perform his/her tasks independently.
- Follows all District and Building safety regulations.
- Maintains accurate records, as required.
- Performs general custodial and preventive maintenance, as required or needed.
- Should be able to lift 50 lbs.
- Maintains a schedule for deliveries to school buildings and post office.
- Performs related work as assigned.

APPENDIX D

MEMORANDUM OF UNDERSTANDING

The parties agree to the following:

- Employees are only entitled to the \$2059 licensed stipend if the employee is practicing what they are licensed in. Example: A custodian does not receive the stipend because they have a plumber's certificate because their primary duties are not plumbing.

APPENDIX E
Title 14, Chapter 40

§ 4013. Collective bargaining agreements.

(a) Collective bargaining shall commence at least 90 days prior to the expiration date of any current collective bargaining agreement or, in the case of a newly certified exclusive representative, within a reasonable time after certification.

(b) Negotiating sessions, including strategy meetings of public school employers, mediation and the deliberative process of fact-finders and arbitrators, shall be exempt from Chapter 100 of Title 29. Hearings conducted by fact-finders shall be open to the public.

(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.

(d) Any contract or agreement reached between a public school district and any exclusive representative organization shall be for a minimum period of 2 years from the effective date of such contract or agreement, unless otherwise mutually agreed upon by the public school employer and the exclusive representative.

(e) No collective bargaining agreement shall be valid or enforceable if its implementation would be inconsistent with any statutory limitation on the public school employer's funds, spending or budget, or would otherwise be contrary to law.

(f) Public school employers shall file with the Board a copy of any agreements that have been negotiated with public school employee representatives following the consummation of negotiations. The Board shall maintain a current file of all such agreements. (63 Del. Laws, c. 333, § 1; 74 Del. Laws, c. 55, § 1.)

APPENDIX F

**CAPITAL SCHOOL DISTRICT
GRIEVANCE FORM**

LEVEL I

NAME OF GRIEVANT: (Individual, Group/Class, Association [CSA Advocate])

POSITION:

IMMEDIATE SUPERVISOR:

DATE OF LEVEL I DISCUSSION:

DATE SUBMITTED AT LEVEL I:

NATURE OF GRIEVANCE AND DATE OF OCCURRENCE (Attach extra sheets if necessary)

SPECIFIC TERMS OF THE AGREEMENT ALLEGEDLY VIOLATED
[Cite article(s) and section number(s)]

RESULTS OF LEVEL I

DISSATISFACTION WITH LEVEL I DECISION

RELIEF SOUGHT

COPIES: Grievant, CSA Advocate, Immediate Supervisor, CSA President or designee

**CAPITAL SCHOOL DISTRICT
GRIEVANCE FORM**

LEVEL II

NAME OF GRIEVANT: (Individual, Group/Class, Association [CSA Advocate])

POSITION:

IMMEDIATE SUPERVISOR:DATE OF LEVEL I DISCUSSION:DATE SUBMITTED AT LEVEL II:

NATURE OF GRIEVANCE AND DATE OF OCCURRENCE (Attach extra sheets if necessary)

SPECIFIC TERMS OF THE AGREEMENT ALLEGEDLY VIOLATED
[Cite article(s) and section number(s)]

RESULTS OF LEVEL I

DISSATISFACTION WITH LEVEL I DECISION

RELIEF SOUGHT

COPIES: Grievant, CSA Advocate, Immediate Supervisor, CSA President or designee

CAPITAL SCHOOL DISTRICT GRIEVANCE FORM

LEVEL III

NAME OF GRIEVANT: (Individual, Group/Class, Association [CSA Advocate])

POSITION:

LEVEL II DECISION OF SUPERVISOR: (Attach extra sheets if necessary)

DATE LEVEL II DECISION RECEIVED BY GRIEVANT:

REASON FOR DISSATISFACTION WITH LEVEL II DECISION:

DATE OF LEVEL III SUBMISSION BY GRIEVANT:

COPIES: Grievant, CSA Advocate, Level II Supervisor, CSA President or designee

LEVEL IV

POSITION:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**DATE OF ASSOCIATION REQUEST FOR GRIEVANCE MEDIATION:
REQUIRES CSA APPROVAL**

59

LEVEL V

DATE OF CONCLUSION OF GRIEVANCE MEDIATION:**RESULTS OF GRIEVANCE MEDIATION** Attach extra sheets if necessary

**DATE OF ASSOCIATION APPEAL TO ARBITRATION:
REQUIRES CSA APPROVAL**

SUMMARY OF ARBITRATOR'S DECISION Attach award

COPIES: Grievant, CSA Advocate, CSA President or designee, President of School Board, Superintendent, Immediate Supervisor (Level II)