



# COLLABORATIVE AGREEMENT

Between the

Colonial School District

Board of Education

And

American Federation of State, County, and  
Municipal Employees, AFL-CIO, Local 218

July 1, 2017, through June 30, 2020

AGREEMENT  
 COLONIAL SCHOOL DISTRICT AND LOCAL 218  
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## PREAMBLE

This Agreement is approved by the Colonial School Board of Education on and is in effect from June 30, 2017, through the end of the day on June 30, 2020, by and between the Colonial Board of Education, (hereinafter called the "Board," the "District," or "Employer"), and the Delaware Public Employees Council 81 of its affiliated Local No. 218 of the American Federation of State, County, Municipal Employees, AFL-CIO, County of New Castle and State of Delaware, (hereinafter referred to as "Union").

## ARTICLE I

### PURPOSE

- 1.1 It is the purpose of this Agreement to promote and ensure cooperation and understanding between the Employer and the employees to ensure representation in their employment in all matters pertaining to this Agreement.
- 1.2 The employer and the Union jointly pledge their cooperation to work together under this Agreement. An Employer-Employee Relations Committee (hereinafter "Committee") is created.
- 1.3 The Committee shall be composed of two employees designated by the Union and two employees designated by the Employer. The Union may supplement its representation on the Committee by such accredited representatives, as the Union may deem necessary. The Employer shall not be required to pay for time not worked for more than two employees. The Employer may supplement its representation or substitute such designees as it deems appropriate.
- 1.4 The purpose of the Committee is to establish and maintain collaborative efforts to achieve improved relations between the parties so as to avoid future grievances, discuss (not negotiate) implementation and interpretation of this Agreement, and other issues of mutual concern.
- 1.5 Regular to monthly meetings of committee shall be held to discuss contractual and or policy and procedure concerns. Meetings may be posted or suspended by mutual agreement of the parties.
- 1.6 The Committee shall not consider items which are more proper subjects for the grievance procedure.

## ARTICLE 2

### RECOGNITION

- 2.1 The employer recognizes the Union as the sole and exclusive bargaining representative for the employees covered by this Agreement for the purposes of representing employees in their employment relations with the public employer in matters covering wages, salaries, hours, vacations, sick leave, grievance procedures, and other terms and conditions of employment.
- 2.2 The term "employee" as used shall include all custodial employees exclusive of administrative and supervisory personnel. It is further understood that the following classifications in the Colonial District are included as custodial employees in the bargaining unit:
  - 2.3 Custodian-Fireman; Custodians; Maintenance Custodians, A, B, C; Maintenance A, B, C; and Couriers; which classification succeed the job titled in the appropriate Department of Labor Certification and date: July 14, 1981.
- 2.4 The term "Board" or "Employer", shall mean the Colonial School District Board of Education.
- 2.5 The term "bargaining unit", shall mean that group of employees proper to, and covered by this Agreement.
- 2.6 The term "school" as used in this Agreement means any of the buildings maintained by the Board in which the educational process is carried on.
- 2.7 The term "principal" as used in this Agreement means the responsible administrative head of a school building.
- 2.8 The term "supervisor" as used in this agreement means the administrator of any work location or designee.
- 2.9 "Work Days" as used in this Agreement shall mean days when offices are open unless otherwise specified.
- 2.10 If during the life of this Agreement any administrative rule or regulation or Board policy shall be inconsistent with the provisions of this Agreement, the Agreement during its life shall be controlling over the inconsistent language in such administrative rule, regulation or Board policy.

## ARTICLE 3

### UNION SECURITY

- 3.1 All employees in the collective bargaining unit for more than thirty (30) days who are not, who do not become, or do not remain members shall, during any such period of non-membership, pay to the Union a service fee equivalent to the dues uniformly required of its members, as a condition of employment.
- 3.2 Deduction of Union Dues or Service Fee. The employer agrees to deduct the monthly union membership dues or service fee from the earned wages of each employee covered by this Agreement. Such deduction shall be made after the employee executes the appropriate written form. On or before the first of each month, the Union shall deliver to the employer additional authorization forms under which Union membership dues or service fee for the current month are to be deducted. Dues or service fee deductions shall be made from the payroll. Such deductions for Union dues or service fees are to be transmitted each month by the Employer, with a list of those from whom such deductions have been made, to the Treasurer of Local 218, not later than the tenth (10th) of the following month. The Union will notify the District thirty (30) days prior to any change in dues.
- 3.3 Service fee shall be determined annually in accordance with federal regulations and shall be used to pay for services to bargaining unit members (negotiations, grievances, arbitrations, etc.).
- 3.4 Employees covered by this Agreement who for religious or moral reasons refuse to either join a union or contribute to the Union in the form of a service fee shall contribute an amount equivalent to the service fee to a religious or non-church charity mutually agreed upon by the employee and the Union. Such contribution shall be deducted in the same manner as a service fee.
- 3.5 The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, and other forms of liability that shall arise by any action taken or not taken by the district for the purpose of complying with any of the provisions of this Article.

## ARTICLE 4

### COLLABORATIVE PROBLEM SOLVING/GRIEVANCE PROCEDURE

- 4.1 Definition
  - 4.1.1 A "grievance" shall be defined as a claim by the employee or the Union that the terms of this Agreement have been violated, misinterpreted, or misapplied resulting in the abridgment of rights granted to the employee or the Union under this Agreement. A 'complaint' shall be defined as a claim by the employee or the Union that the Board of

Education policy has been violated, misinterpreted, or misapplied.

4.1.2 Grievance and complaint proceedings will be kept as informal as may be appropriate at any step of the procedure.

#### 4.2 Timeliness

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

4.2.2 Claims under this Agreement including claims for back wages, shall be valid for a period of no more than thirty (30) calendar days prior to the date the grievance was first filed in writing with the employer. However, claims for back wages that are based on clerical or data processing errors shall only be collectible for the fiscal year in which the claim is presented.

4.2.3 All grievances and complaints should be processed as rapidly as possible; the number of days indicated at each step will be considered a maximum and every effort will be made at each step to expedite the process.

4.2.4 Failure at any step of this procedure to communicate the decision on a grievance or complaint within the specified time limits shall constitute authority to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step, except where time limits are extended by mutual written agreement of the parties.

4.2.5 Where grievance or complaint proceedings are mutually scheduled by the parties during work time, employees whose attendance is required shall suffer no loss of pay (straight time only, lost overtime shall not be subject to compensation). The Union agrees that when a grievance or complaint requires either multiple witnesses or grievant's (complainants), the Union will arrange for the scheduling of such people in such a manner as to minimize disruption and expense to the Employer. The Employer shall have the right to appoint designee to hear grievances or complaints and to have such persons present at the hearing as the Employer feels is in its best interest.

#### 4.5 Specific Procedures

4.5.1 An employee alleging a grievance or complaint must, within the time limits in 4:2, first discuss the matter with the supervisor unless union representation presence is requested by the employee.

4.5.2 The employee may, after the informal attempt to resolve the matter fails, choose to be represented during the appeal process by such representative as the employee wishes

(rival union accepted). The employee may also choose to proceed without representation. The employee's choice to be represented or not to be represented at one level of this procedure does not prohibit a different choice at a subsequent level. Representative(s) of Council 81 of AFSCME shall be permitted to participate in all grievance meetings even if the employee chose to proceed without union representation.

4.5.3 If, after three (3) workdays, the employees' complaint is unresolved at the informal step and is a contractual issue for grievance or complaint the issue shall be processed as follows:

4.6 STEP 1

4.6.1 The grievance shall be reduced to writing, dated and signed by the employee and/or Union representative.

4.6.2 The grievance shall set forth the nature of the grievance or complaint, the remedy sought, and the specific provision of the agreement or policy alleged to have been violated.

4.6.3 The Union shall forward the grievance or complaint to their immediate supervisor within the time limits.

4.6.4 The immediate supervisor shall meet with the District Vice President and/or Secretary and Union representatives together with the employee within five (5) days of receipt of the written appeal to attempt to resolve the problem. The immediate supervisor will communicate the decision in writing to the District Vice President and through the District Vice President in writing to the employee within five (5) calendar days after the close of the meeting.

4.7 STEP 2

4.7.1 If the grievance or complaint is not satisfactorily resolved at Step 1, it may be appealed to Human Resources within seven (7) calendar days of the decision at Step 1. Human Resources or designee will meet with the employee and the Union representative within five (5) calendar days of receiving the appeal, and shall render a decision within five (5) calendar days of the meeting.

4.8 STEP 3

4.8.1 If the grievance or complaint is not satisfactorily resolved at Step 2, it may be appealed to the Superintendent within seven (7) calendar days of the decision at Step 2. The Superintendent or designee shall meet with the employee and the Union representative within five (5) calendar days of receiving the appeal, and shall render a decision within five (5) calendar days of the meeting.

4.9 Arbitration

- 4.9.1 If the grievance is not satisfactorily resolved at Step 3 herein and the grievance pertains to a violation of a specific provision(s) of this Agreement, the Union may submit the grievance to arbitration by filing a demand for arbitration with the American Arbitration Association within thirty (30) calendar days of the Superintendent's or designee's decision, with a copy to the District by certified mail, hand delivery or electronic mail with requested receipt. The parties shall be bound by the rules and procedures of the American Arbitration Association in the arbitration proceedings, except as this Agreement shall otherwise provide.
- 4.9.2 The arbitrator selected shall hold hearings promptly and shall issue his or her decision not later than thirty (30) calendar days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him or her. The decision of the arbitrator shall be submitted to the Board and the Union.
- 4.9.3 The arbitrator's written decision shall not amend, modify, nullify, add to, or subtract from the provisions of the Agreement. The decision must be based solely and only upon the arbitrator's interpretation of the meaning or application of the express provisions of this Agreement.
- 4.9.4 The decision of the arbitrator shall be binding upon the parties.
- 4.9.5 All individuals in the group or class that will be affected by the grievance filed by the individual or Union shall be bound to any resolution which is accepted by the Union's District Vice-President or imposed by the arbitrator. Neither the Union nor the individual employee(s) shall raise the issue thereafter.
- 4.10 Cost of Arbitration
- 4.10.1 The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, the cost of the hearing room, shall be paid by the loser of the grievance. Any other expenses incurred shall be paid by the party incurring same.
- 4.11 Miscellaneous
- 4.11.1 A form for filing grievances shall be prepared jointly by the Union and the Administration, reproduced by the Administration and distributed to the Union so as to facilitate operation of the grievance procedure.
- 4.11.2 If, in the judgment of the Union, a grievance affects a group or class of employees or the Union, the grievance shall commence at a step appropriate to the occasion giving rise to the grievance.
- 4.11.3 Meetings or hearings at any step of the grievance procedure may be waived by mutual agreement of the parties.



- 4.11.4 It is understood that the Union shall process all appeals and receive all decisions concerning grievances. Additionally, representatives of Council 81 of AFSCME shall be permitted to participate in all grievance meetings.
- 4.11.5 Grievances relating to suspension or discharge may be initiated at Step 2 of the grievance procedure.

## ARTICLE 5

### NO STRIKE PROVISION — NO LOCK OUT

- 5.1 As a matter of law, the Union will not, nor will any person acting on its behalf overtly cause, authorize, or support a strike arising as a result of disputes over interpretation of this Agreement or any other matter over which the Board has jurisdiction. Also, as a matter of law, the Board also agrees that it will not lock out employees.

## ARTICLE 6

### RIGHTS OF THE PARTIES

- 6.1 The Board agrees to make available to the Union upon reasonable written request all information, reports and budgets which are available to the public. The District will send to the Union District Vice-President copies of new written work rules; job postings; and within the bargaining unit, new hires, leaves of absence, promotions and transfers.
- 6.2 A copy of current Board policy and Board minutes and agendas shall be made available online to the Vice-President of the Union as soon as they are made available to the public. The Union shall provide the Board with copies of its constitution, bylaws, and a correct roster of elected and appointed individuals.
- 6.3 The employer recognizes and agrees to deal with the accredited Union Stewards and any Union officer employed by the district or his representatives as employed by the district in all matters relating to grievances and the implementation of this Agreement.
- 6.4 The District Vice-President and/or District Secretary and/or shop Steward and/or Executive Officers of the Union may leave the place of work without loss of pay only under the following circumstances and conditions:
- 6.5 The time shall be devoted to proper investigation and processing of grievances as specified under Article 4.
- 6.6 Authority to leave the work place or to enter another location shall be requested of the immediate supervisor with a reason for leaving, destination and estimated time for return. Authority shall not be unreasonably withheld.

- 6.7 Before entering a work area, the meeting time and location shall be approved by the appropriate supervisor of that work area.
- 6.8 In no event shall employees be released or allowed to enter a work area during work hours if the supervisor determines that operational needs cannot be put off to another time. Reasonable efforts will then be made to make a time and a place available as soon as practicable.
- 6.9 Union officers, agents, or employees shall not change job orders or interfere in any way with employees' full and faithful performance of their job assignments.
- 6.10 A written list giving the names of the Stewards, the Chairman of the Grievance Committee, the President of the Union, the Executive Vice-President, Executive Secretary, Executive Treasurer, District Vice-President, and Secretary/Treasurer of the Union shall be furnished to the employer immediately after their designation and the Union shall notify the employer promptly of any changes in such list.
- 6.11 Accredited representatives of the state and national Union shall be permitted to transact union business on school property at all reasonable times. The Union representative shall obtain approval of the Maintenance Operations Specialist or Custodial Operations Specialist or designee prior to any visit to any building in the district. Such access shall not be unreasonably denied.
- 6.12 The Union shall have the right to use school buildings for Union business on the same basis as other school affiliated organizations in accordance with district policy.
- 6.13 Bulletin Boards
- 6.13.1 The Union may use the school and district interoffice mail system and bulletin board space for posting notices in areas available to employees and assigned for the dissemination of information by means of notices, circulars, or other similar materials pertaining to Union business under the following provisions:
- 6.13.2 The material must identify clearly the individual(s) and/or organization responsible for the information contained.
- 6.13.3 The mail system and bulletin boards may not be unreasonably used so as to interfere with the normal business of the school.
- 6.14 The Union shall have the right to use school facilities and technology equipment in place by qualified operators. The Union shall pay for the reasonable cost of all materials and supplies incident to such use and for any repairs necessitated as a result thereof. Prior approval shall be obtained from the building principal where the equipment is located.
- 6.15 No employee shall be prevented from wearing official pins or insignias of the Union or its affiliates.

6.16 Disciplinary Material

6.16.1 Disciplinary material shall remain in an employee's personnel file for a period of 24 months provided that the employee has received no similar disciplinary material during that 24-month period. If the employee received similar disciplinary material during the 24 months, such disciplinary material shall remain in the employee's personnel file until the expiration of a 24-month period in which the employee receives no similar disciplinary material. Discipline shall be progressive in nature if it is a serious infraction discipline shall be commensurate with the offense. Discipline shall be imposed within ten (10) working days of the infraction or the Districts knowledge of the infraction. No employee shall be given a written reprimand, nor have disciplinary action taken against him/her, without just cause.

6.17 Colonial School Board

6.17.1 The Colonial School Board retains and reserves, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Delaware and of the United States, and including:

6.17.2 The right to exercise executive management and administrative control of the school system, its properties and facilities, and direct the work activities of its employees and to determine and alter the school calendar.

6.17.3 The right to hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment or cause their dismissal or demotion, except for probationary employees; and to promote, place, transfer, and assign all such employees; and

6.17.4 The right to exercise the powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in, and the use of judgment and discretion shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Delaware, and the Constitution and laws of the United States.

6.18 Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Delaware School Laws or any other national, state, county, district or local laws or regulations.

6.19 In an emergency affecting the health, safety, or welfare of the students, the Board may take appropriate action.

6.20 The position guides in the attached Appendix are for the sole purpose of advising employees of their responsibilities and not limitations on assignments. The Board or designee reserves its right to modify the position guides attached and to add or to eliminate either duties or position guides as the District's needs dictate. However, the

Board agrees to review any newly created position guides with the Union and to negotiate over the rates for these positions. The Board further agrees that in the event of substantive modifications of existing position guides, it will review such modifications with the Union and negotiate over rate changes as may be necessary.

- 6.21 Employees new to a position shall be given appropriate job orientation in an effort to perform their responsibilities. All employees shall have the opportunity to participate in ongoing training developed by the parties and offered by the district.
- 6.22 The Union will be notified of any modification of a job description.

## ARTICLE 7

### SENIORITY, LAYOFF AND RECALL

- 7.1 The term seniority as used in this Agreement shall be calculated as the length of continuous service in the District in addition to any service credited under any of its component districts.
- 7.2 In the event of part-time service in a position covered by this bargaining unit, such service shall be credited toward seniority on the following basis: persons working twenty (20) hours or more per week, but less than thirty (30) hours per week will be credited with one-half (1/2) credit for the period that such a schedule was worked. Thirty (30) or more hours per week will be credited as full-time service toward seniority.
- 7.3 An employee shall lose his seniority and all rights thereto under this Agreement for the following:
  - (a) resignation or discharge for just cause (and the discharge is sustained);
  - (b) retirement;
  - (c) failure to return to work from a leave of absence or failure to notify the District of intent to return to work within the predetermined specific time requirement shall be considered a voluntary resignation;
  - (d) failure to respond to proper recall notice shall be considered a voluntary resignation; and
  - (e) absent for three consecutive workdays without proper Notification to the administration. Termination of employment under this section may be altered by providing the employer with evidence satisfactory to the employer that failure to provide proper notification was a result of extenuating circumstances.
- 7.4 The District Personnel Office shall annually publish a list of all employees by classification in seniority order. This list shall be posted in each building by March 15 of each year. Employees who wish to appeal this placement on the list must do so in writing to the District Personnel Office before April 1st of the year the list is published. A final list shall be posted by May 1st of each year. An employee's failure

to question prior to April 1st his/her placement on the first list posted will preclude the assertion of incorrect placement in challenging any subsequent actions having to do with seniority. Once an appeal has been adjusted, no further appeal for the same reason will be honored. The Employer shall provide a copy of the seniority list electronically to the Union biannually.

#### 7.5 Probationary Period

7.5.1 New employees shall serve a probationary period of sixty (60) calendar days which may be automatically extended an additional thirty (30) calendar days with written notification to the employee and the Union.

7.5.2 Upon satisfactory completion of the probationary period the employee's seniority shall be established as the date of hire.

#### 7.6 Layoff

7.6.1 If a reduction in force is necessary beyond normal attrition, the Superintendent shall determine the number of positions that will be reduced as well as the date such reductions are needed and shall appraise the Vice President of the Union of this information prior to the effective date of the reduction.

7.7 In the event of a reduction in force, probationary, casual and temporary employees shall be terminated before permanent employees are laid off. Thereafter, the employee with the least classification seniority in the affected classification(s) shall be subject to such layoff. If such employee has greater seniority than another employee in a lower classification and provided the employee is qualified as required by this Agreement to perform the work, the senior employee shall have the right to replace the employee with the least seniority.

7.8 An employee exercising his right to be transferred to the same or lower classification rather than being laid off shall receive the salary rate of the classification to which he is being transferred.

7.9 An employee electing a right under 7:7 shall be placed on the recall list for the job vacated.

7.10 The employer is not obligated in any way to provide training of any kind to employees in order to aid them in their efforts at promotion, recall, or to avoid layoff.

7.11 An employee who does not exercise a right to be transferred to a lower classification shall be laid off and is eligible only for recall to the classification from which the employee was laid off.

7.12 The parties agree that for the purpose of reduction in force the following is the hierarchy classification within the bargaining unit. For the purposes of this section there shall be:

Maintenance A  
Maintenance B  
Maintenance C  
Courier  
Fireman  
Custodian

An employee may bump to a lower classification across hierarchical lines if the employee has previously held the position.

7.13 Recall

7.13.1 Employees, except as provided in 7:8 and 7: 10 shall be recalled in the inverse order of layoff provided they are qualified to perform the duties of the job to which recall is being made. Such recalled employees shall receive the salary of the classification to which they are recalled.

7.13.2 Recall shall be a phone call from a Human Resources representative. Once the call is delivered, the employee has 48 hours to respond and an official notice indicating employee's response will be mailed to the employee's home address and placed in their personnel file.

7.13.3 The Superintendent shall by March of each year publish a list of all employees by classification in order of length of continuous service as determined by the criteria stated in this Agreement. The list shall be published and posted in each school with a copy sent to the Vice President of the Union and the Director of Council 81 by March 15 of each year.

7.16 Recall List

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. The employee shall verify official records as to address and phone number (if available) where recall notice can be mailed. Failure to properly notify employer under this section shall result in employee's elimination from the recall list address.

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

7.17 Time lost by an employee laid off under the provisions of this Article who is subsequently recalled under provisions of this Article shall not be considered to interrupt continuous service; but such time shall not be counted toward additional service or be a criterion for holiday, vacation pay, or other benefits as set forth in this Agreement.

- 7.18 Employees who are eligible for recall must keep the school district informed in person or by certified mail of any changes in their address. If notice is in person, the individual shall be given written acknowledgment of the change of address.
- 7.19 Employees on Board approved leaves of absence shall be subject to the layoff provision of this Article.

## ARTICLE 8

### EMPLOYEE OBSERVATION/EVALUATION

- 8.1 An employee will be given a copy of the evaluation report (1) day prior to the conference held to discuss it. No evaluation report shall be submitted to the central office, placed in the employee's file, or otherwise acted upon without a prior conference with the employee. The employee shall sign such report. Such signature shall indicate only that the report has been read and reviewed by the employee and in no way indicates agreement with the contents.
- 8.2 Within ten (10) working days of receipt of an evaluation, the employee may respond in writing. The employee shall submit a copy of his/her response to the evaluator who shall attach the response to the evaluation report and forward both to the appropriate office for filing.

## ARTICLE 9

### TRANSFERS AND PROMOTIONS

- 9.1 Notices for permanent full-time vacancies within this bargaining unit, including full-time entry level positions, shall be posted online through the district website posting system and an email will be sent out to every employee notifying them of the job opening, and a copy of each posting shall be sent to the Union Vice-President. Notices shall be posted five (5) working days prior to the application deadline, unless in an emergency the time frame may be reduced after consulting with the local Vice-President of the Union. No permanent appointment shall be made until after the deadline for filing applications. The positions will be filled, if possible, from those seeking a lateral transfer and if not possible, from those seeking promotion. Part-time employees will be given preference for full-time vacancies over outside applicants. Transfers will be honored according to seniority. Positions that will be or has been vacant for at least 6 months shall be posted within 10 days of the vacancy. Also all posted positions will be filled within 30 days of the vacancy. Vacancies means any permanent separation of employment and does not apply when positions are not being filled due to 7:5.

9.2 Service in a part-time position will be converted to full-time equivalency and used to determine seniority status in bidding for an upgraded position (i.e. four (4) hours per work day equals two (2) years full-time seniority).

9.3 The written notice of a vacancy shall contain:

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

9.4 The written notice set forth for a particular position shall not be substantively changed after posting.

9.5 Employees who desire a transfer to a posted position may apply as specified in the posting notice. The decision on transfer requests shall be awarded to the most senior applicant, provided he or she is qualified for the position.

#### 9.6 Transfers

9.6.1 Where relative ability to qualifications for the position appear equal, and where the requirements of the Board's affirmative action plans do not dictate to the contrary, the employee having the most seniority shall be granted the transfer.

9.6.2 Transfers to upgraded positions will utilize the criteria for selection specified in Article 9:3 of the contract. Additionally, the parties will mutually agree upon and utilize tests and other means of verification of competence of an individual applying for upgraded positions. Such measures shall be used in the determination for eligibility and selection of an employee for an upgraded position. Individuals will be placed and tested during probationary period.

9.6.3 If an employee is denied a transfer, the employee will be advised in writing and will be given written reasons upon the written request of the employee.

9.6.4 An employee must have twelve (12) months service with the employer to be eligible to apply for transfer. Any employee who is granted a transfer, may not apply for another transfer within twelve (12) months.

#### 9.7 Involuntary Transfer

9.7.1 Although the Board and the Union recognize that involuntary transfer(s) of employee(s) may be disruptive to employee(s), they also recognize that such transfer(s) are sometimes necessary due to programming and needs of the district.