

## COLLABORATIVE AGREEMENT

Between the  
Colonial School District  
Board of Education  
And  
American Federation of State, County, and  
Municipal Employees, AFL-CIO, Local 218

### PREAMBLE

This Agreement is approved by the Colonial School Board of Education on and is in effect from July 1, 2020, through the end of the day on June 30, 2022, 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 Deduction of Union Dues. The employer agrees to deduct the monthly union membership dues 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 for the current month are to be deducted. Dues deductions shall be made from the payroll. Such deductions for Union dues 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.
- 3.2 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 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 workplace 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 the 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 the 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 a 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 have 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 the 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.
- 9.7.2 Notice of at least seventy-two (72) hours of a proposed involuntary transfer or reassignment shall be given to the employee involved unless unusual circumstances exist.
- 9.7.3 Employees may request a meeting with their supervisor or other appropriate administrative official or designee, accompanied by a steward, to discuss the transfer.
- 9.7.4 Where, because of operational necessity, permanent transfers are required and such transfers are involuntary, the least senior qualified employee will be transferred except where it is necessary to satisfy the requirements of law, or affirmative action programs, a person other than the least senior qualified person may be involuntarily transferred. Permanent transfers will not be made for arbitrary and capricious reasons.
- 9.7.5 Employees may be temporarily transferred to meet operational requirements of the District. When such temporary transfers are involuntary, such assignments may exceed sixty (60) calendar days, after which the employee shall be returned to the original position unless operational need still exists.

#### 9.8 Promotions

- 9.8.1 Employees to be considered must file applications no later than the closing date for applications set forth in the posting notice.

- 9.8.2 If an employee is denied a promotion, the employee will be advised and will be given written reasons upon written request of the employee.
- 9.8.3 Each promotion shall be subject to 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 to the Union. Should either the employee or supervisor decide that the promotion is not successful, the employee shall have the right to return to the position from which the employee was promoted. A review of performance will be held with an employee prior to being reassigned to the position from which they were promoted. The employee shall receive the rate of the classification from the first day on the job and in the new classification. With respect to the position of Fireman, the probationary period shall not expire until the employee works sixty (60) calendar days within the period of October 1 through March 31. This probationary period may automatically be extended by an additional thirty (30) calendar days with written application to the employee and to the Union.
- 9.9 It is understood by the Union that nothing set forth in this Article shall prohibit the Board from simultaneously seeking candidates from outside the bargaining unit of vacancies. However, it is understood by the Board that where a member of the bargaining unit and a candidate outside the bargaining unit are equal in relative ability (as used in 9:3.1), the bargaining unit member shall get the appointment.

## ARTICLE 10

### VACATION

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- 10.1 Custodial employees are to be granted vacations with pay as follows:
- For employment less than three (3) years: one (1) day per month up to twelve (12) days.  
For employment from three (3) years through four (4) years: fourteen (14) days.  
For employment from five (5) years through seven (7) years: sixteen (16) days.  
For employment from eight (8) years through nine (9) years: seventeen (17) days.  
For employment of ten (10) years: eighteen (18) days.  
For employment of eleven (11) years: nineteen (19) days.  
For employment of twelve (12) years: twenty (20) days.  
For employment of thirteen (13) years: twenty-one (21) days.  
For employment of fourteen (14) years: twenty-two (22) days.  
For employment of fifteen (15) years: twenty-three (23) days.  
For employment of sixteen (16) years: twenty-four (24) days.
- 10.2 Vacation days are "front loaded" July 1 of each year.
- 10.3 Pay for all vacations will be based on the rate of pay at the time of the vacation.

#### 10.4 Vacation Request

- 10.4.1 The request of the employee will be considered according to his/her seniority in each work location. All vacations are subject to approval by the immediate supervisor or designee who may if operational needs necessitate, modify such requests based upon the operational needs of the District.
- 10.4.2 Employee must give reasonable notice for vacation and within a reasonable time of submitting vacation request they will be informed as to whether it has been approved or denied.
- 10.5 Vacation accumulation shall be up to a maximum of forty-two (42) days (as provided under Delaware Law). Unused vacation time beyond the forty-two (42) days shall be forfeited.
- 10.6 The employer agrees to make whole any employee who suffers proven financial loss (i.e., non-refundable deposits) due to any change in approved vacation schedule made at the request of the employer. The affected employee shall notify the Maintenance Operations Specialist or Custodial Operations Specialist of such situation within twenty-four (24) hours of his/her knowledge of the projected change and mutual agreement shall be reached by the employer and employee as to the amount of the financial loss prior to the change occurring.
- 10.7 An employee who terminates employment shall be paid for any unused vacation time in the next pay period.
- 10.8 If any employee dies, his/her estate will be paid for any accrued vacation.

### ARTICLE 11

#### HOLIDAYS

- 11.1 The following are holidays with pay for custodial employees:

Independence Day  
Labor Day  
General Election Day (or a day designated by the Board of Education)  
Veterans Day  
Thanksgiving Day  
Friday following Thanksgiving Day  
Christmas Eve or Day after Christmas  
Christmas Day  
New Year's Eve or Day Before  
New Year's Day  
Martin Luther King's Birthday  
Presidents' Day



Good Friday  
Memorial Day  
Any day proclaimed by the Governor or the District and approved by the Superintendent

- 11.2 Holidays set forth in 11: 1 will follow approved school calendar each year; however, there shall be no fewer than thirteen (13) for the fiscal year.
- 11.3 If schools are scheduled to be in session on any of these dates, an alternate holiday shall be scheduled by mutual agreement. In such instance, the original named holiday shall not be subject to premium pay.
- 11.4 Any employee who is required to work on any of the holidays listed in 11:1, shall be paid his regular holiday pay plus double time for the hours worked.

ARTICLE 12  
LEAVE OF ABSENCE

- 12.1 Leaves of absence, including sick leave and absences for other reasons, shall be according to Delaware State Law; (A summary of the state law is placed at the end of this contract as an appendix titled Summary of Extended Absences Options for Classified Personnel) in the event the law(s) related to leaves of absence, including sick leave and absences for other reasons are modified or amended, such amendments or modifications shall also be incorporated as part of this and shall supersede or modify any conflicting portion of this Article. The Board shall not be a guarantor of the level of benefits or the payment of benefits provided by virtue of state law.
- 12.2 A physician's statement certifying the medical justification for an employee's absence will not normally be requested for less than three (3) days consecutive absence. However, should there be an attendance pattern which appears to warrant it, an employee shall be notified in writing that a physician's certificate will be required for all future absences that are to be charged to sick leave. This certificate requirement will be reviewed each six (6) months following such notification.
- 12.3 The District may require an employee to be examined by a doctor approved by the Union and the District to determine if the individual is physically capable of continuing to perform the work duties of his/her classification. The cost of the physical shall be borne by the District.
- 12.4 Any employee elected or appointed to a permanent office in the American Federation of State, County and Municipal Employees, AFL-CIO shall be granted a leave of absence without pay for a period of one year. Such leave shall be renewable for up to one additional year upon application of the individual and leave shall be granted to not more than one employee at any time, and the leave holder shall continue to accumulate

seniority.

- 12.5 The employee on extended leave, paid or unpaid, shall notify the Board by certified mail, return receipt requested, no less than sixty (60) calendar days prior to his/her intention to return to or resign from his/her position in the District.
- 12.6 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.
- 12.7 Leaves of absence for other reasons may be considered on an individual basis.
- 12.8 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.
- 12.9 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.
- 12.10 It is the employee's responsibility to report inability to be on duty at as early an hour as is practical, in the manner prescribed by his/her supervisor.
- 12.11 Employees will be provided with an annual record of their sick leave through DSC and must be confirmed by October 30<sup>th</sup> of fiscal year.
- 12.12 Union Business
  - 12.12.1 Leaves with pay will be granted to up to two (2) delegates for up to five (5) days each to attend the biannual AFSCME International Convention.
  - 12.12.2 Leaves with pay will be granted for up to (15) days for delegates to attend the annual Council 81 Convention or other union events, functions or training.
  - 12.12.3 In recognition of the above, it is agreed that the work normally performed by such absent persons will be assumed by other members of the bargaining unit.
  - 12.12.4 In an effort to improve communication, the District will provide additional release days for the Vice-President of the Union or his/her designee to address issues of joint concern between the District and Union. The number of days will be subject to need and will be scheduled by joint agreement between the Superintendent's Office and the Vice-President of the Union.
- 12.13 Sick Leave
  - 12.13.1 Allowable sick leave for a school year is to be available at the start of the fiscal year. Adjustments for employees who terminate service prior to the end of the school shall be

made in their final paycheck. Adjustments shall be prorated based upon sick leave being earned at the rate of 1 day per month of service to the District.

12.13.2 If the employee is absent from work due to an assault which results in an injury on the job, and if the employee has fewer than four (4) sick days, then the employee would not lose local salary during the four (4) day waiting period required for workmen's compensation.

#### 12.14 Other Leave Types

12.14.1 Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each year.

12.14.2 In addition to state provided personal leave, when an employee is required to attend a legal proceeding as a party or is subpoenaed as a witness such absence shall not be charged against sick leave if:

(a) The legal proceeding relates to school matters and the employee's presence as a party or witness is not caused by any fault or misconduct on the part of the employee as determined by the outcome of the proceedings; or

(b) The legal proceeding involves a matter of public interest, as distinguished from a private dispute, and the appearance of the employee as a witness in the proceeding may properly be considered to be the discharge of a civic responsibility. Public interest is defined as the employee being subpoenaed by the defendant or the prosecution in a criminal case.

#### 12.15 Jury Duty

12.15.1 Any employee shall receive regular pay for time spent on jury duty and must submit a certificate of jury attendance to the attendance secretary upon return from jury duty.

### ARTICLE 13

#### HOURS OF WORK AND PREMIUM RATES

13.1 The employer shall establish hours of work based upon the need for employees. The normal workweek for full-time employees will be forty (40) hours, except as overtime is required to carry out the mission of the employer. All hours worked in excess of forty (40) hours per week or eight (8) hours per day shall be at one and one-half (1-1/2) times the employee's hourly rate. Time worked on Saturday morning or on a holiday to complete a scheduled third shift shall be paid at the employee's straight time rate of pay including shift differential.

13.2 Work Week: The normal work week shall be Monday through Friday, however, the parties recognize that on occasion other schedules may be necessary and may be

implemented provided:

(a) During certain work weeks in June, July and August, the District may implement a 4 day, 40 hour a week work week and timely discuss with the Union before it is implemented.

(b) All time worked any Saturday shall be paid at the rate of time and one-half and any work on Sunday shall be paid at the rate of double time.

(c) The premium pay will be considered the same as overtime and equally distributed in accordance with the overtime distribution provision of this Agreement.

(d) The alternate work schedules shall not be utilized to diminish Saturday and Sunday overtime for employees assigned to the Monday through Friday schedule who normally service community groups on such Saturdays and Sundays.

(e) The development of a variable schedule shall not increase the workload of employees on the regular Monday through Friday schedule.

(f) When a 4 day, 40 hour work week is implemented, the members shall also be allowed to leave ½ hour early on the Thursday of the 4 day work week and be allowed to take two 20 min breaks in place of their two 15 minute breaks.

13.3 The parties shall maintain current practice at William Penn High School of maintaining a Tuesday to Saturday shift for one custodian. The District shall post the vacancy as Tuesday through Saturday with Saturday's hours to be worked at straight time.

13.4 Employees who are designated to work when schools and offices are closed or delayed, or when other 12 month bargaining groups are excused for an emergency or weather event, employees shall report to work and will be paid overtime (time and half) for each hour worked in addition to straight time pay for their regular scheduled hours.

Examples of payment of overtime:

5am-7am without delay - time and a half payment; work 7am-3pm

5am-9am with delay - time and a half payment, work 7am-3pm

7am-9am with delay - time and a half payment, work 7am-3pm

13.5 Work Day: Eight (8) continuous hours of work, including a one-half (1/2) hour paid duty free meal, within a twenty-four (24) hour period shall constitute a normal workday. Employees shall remain in the building during mealtime unless properly excused. If, however, the District implements a 4 day work week (See Article 13:2(a)), a work day shall be 10 continuous hours of work, including a 1/2 hour paid duty free meal. If the District implements a 4 day work week (see Article 13:2(a)), during such work weeks the overtime rate of one and one-half times the normal hourly rate shall be paid if the employee works in excess of 10 hours per day.

13.6 Any employee called back by the employer to work outside of his/her regularly scheduled shift shall be paid a minimum of two (2) hours at one and one-half (1 1/2) times the employee's regularly hourly rate for all hours worked except on Sunday or holidays, when such call back time shall be paid at double time, in addition to holiday pay. Call back time shall not be paid for work contiguous to the regularly scheduled shift. Further,

the employee is expected to continue to work the time necessary to complete the requirements of the job that necessitated the call back.

- 13.7 Rate of pay and Shift Differential: The employee's hourly rate of pay shall be determined by dividing the employee's annual salary by 2,080 hours. Part-time employee's hourly rate shall be proportionally determined. Full-time employees, regularly assigned to work on a shift which begins at 1:00 P.M. or after shall receive a differential of \$900 per year. Part-time employees whose hours begin at or after 3:00 P.M. or 11:00 P.M. shall be paid pro-rata of the differential established for such shifts. The above premium pay shall be calculated in the same manner as the hourly rate mentioned above. The employee shall continue receiving the appropriate premium pay until the employee is transferred to the day shift or as excepted in section 13:5.1.
- 13.8 In the event an employee is assigned to the day shift during summer months for the convenience of the Board, the employee will continue to receive the shift differential. In the event the employee requests and is granted a day shift assignment during the summer months, he/she shall not receive the differential for the duration of the assignment.
- 13.9 Distribution: Overtime work shall be distributed equitably to employees working within a given job site or within the same job classification if the individual is not assigned to a single building.
- 13.10 Overtime Work Assignment: Overtime work assignments shall be determined at the discretion of the employer consistent with the provisions of 13:6.
- 13.11 In consideration of the above, it is agreed by the Union that employees shall accept assigned overtime on the following basis: Employees qualified to perform the available overtime work shall be offered overtime on a rotational basis based on seniority. If an employee declines the overtime, it shall be credited for equitable distribution as if he has worked the overtime. The qualified employee with the least seniority must accept the overtime in the event employees with greater seniority decline. Employees qualified to perform any mandatory overtime shall accept such overtime on a rotational basis based on inverse seniority if all other more senior qualified employees decline the overtime. When an employee is absent from a building more than one day, overtime will then be used for up to five continuous days to cover such absence. Where the district has reason to believe that the absence will extend beyond those five days, the district will attempt to obtain a substitute to replace the absent employee and overtime may be used unless the district is unable, after a good faith effort is made, to obtain a substitute. Furthermore, a substitute may be used before the five days expire should the district and the union determine that it would be in the best interest to do so. Furthermore, a substitute may be used before the five (5) days expire should the employer and the Union determine that it would be in the best interest to do so.
- 13.12 An employee who is required to work in a higher rated classification more than one (1) day in any pay period, shall receive the higher rate of pay in said classification for the

number of hours actually worked in such classification.

- 13.13 All full-time employees shall be provided with two fifteen (15) minute rest periods for each full-time shift. Part-time employees at least four (4) hours will be provided with one fifteen (15) minute duty-free rest period. The rest periods shall be scheduled at the middle of each half shift or as near thereto as possible.
- 13.14 The employer reserves the right to reasonably modify starting and quitting times of employees. The employer will normally notify the employee(s) involved at least seventy-two (72) hours in advance of such change; however, in the event of an emergency the employee(s) shall report as requested without regard to the aforementioned seventy-two (72) hours' notice.
- 13.15 Where administratively feasible, advance notice shall be given to the custodian in charge three (3) work days prior to any activity to be held in a school.
- 13.16 Payment for overtime will normally be made in the next payroll following the pay period in which the work was performed, providing the time was reported by the employee in accordance with district procedures.
- 13.17 Custodians shall from time to time be required to perform minor maintenance tasks which require common hand, power tools, or painting equipment.
- 13.18 Carrie Downie and Wilmington Manor Elementary Schools will have four (4) hours of fireman coverage during the heating season at each school. The parties agree that should the operational needs of the buildings change over the period of this agreement, the parties will discuss a potential adjustment of the above.

## ARTICLE 14

### ALTERATION OF AGREEMENT

- 14.1 This agreement will be a living document. Both parties will mutually agree to discuss desired changes. Such changes when agreed upon shall become a Memorandum of Agreement. All such agreements will be properly signed and shall be distributed to all administrators and leadership of the Union. Each year, by July 1, the District will print new copies of the Agreement for each employee that shall incorporate any additional Memorandums of Agreement in the appropriate sections of the agreement. The parties also agree that a committee representing the Union and the District will have primary authority and responsibility to edit this document for the purpose of clarifying language during the duration of the Agreement.
- 14.2 The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions.
- 14.3 It is understood and agreed that if any part of this Agreement is in conflict with

mandatory Federal or State Laws that such part shall be suspended and the appropriate mandatory provision shall prevail, and the remainder of this Agreement shall not be affected.

- 14.4 If any provision or any application of this agreement to any employee or group of employees is held to be contrary to the law, then such provision or application shall be invalid, but all other provisions or applications to this agreement shall continue in full force and effect.
- 14.5 The Union and the Board shall meet promptly to discuss the subject matter of invalidated provision(s) of this agreement.

## ARTICLE 15

### SALARIES AND EMPLOYEE BENEFITS

- 15.1 The salaries of all employees covered by this Agreement shall be the salaries as prescribed by Chapter 13, Title 14, Delaware Code, plus a supplement from District funds in the amounts in the schedules set forth in Appendix A, which is attached. Effective July 1, 2020 the local salary scale shall be increased according to the attached salary scales. Employees hired after January 1, 1996 shall be required to enroll in the automatic deposit program.
- 15.2 All increases in state salary schedules and schooling supplements, state bonuses, and state cost-of-living adjustments shall be passed on to all employees unless contrary to law.
- 15.3 If a benefit is canceled, the parties shall meet to negotiate an alternate fringe that was canceled. If there is a delay in acquiring new coverage, the employer will continue to set aside an amount equal to the premiums paid on the employee's behalf, which shall be used to purchase an improved replacement benefit up to the amount the accumulated funds will permit.
- 15.4 The benefits plan set forth above shall be made operable as a result of bid proposals which are developed and evaluated by a committee appointed by the Superintendent and consisting of Union, Administration, and other employee group representatives.
- 15.5 Employees who work half (1/2) time or more, but less than full-time based on the normal week set forth for this bargaining unit, will receive one-half (1/2) of the Board stipend set forth in 15:11 and 15:9.

15.6 Employees with the following years of credited experience shall receive longevity increments as follows:

Longevity	Stipend
10-14	\$300
15-19	\$700
20-24	\$850
25-29	\$1100
27+	\$1550

15.7 Such longevity increment shall become a permanent part of the employee's salary and shall be paid each year thereafter.

15.8 A Night Lead Worker will be designated in each building. The person assigned to this position is responsible to be available to communicate with the Chief Custodian and any outside groups using the building. A Night Lead Worker leading 1 to 3 FTE workers will receive \$350, 4 to 6 FTE workers will receive \$650, and 7+ FTE workers will receive \$950.

15.9 The salary schedule is based on twelve months of full-time employment during the fiscal year. Any employment less than full time will be paid on a prorated basis on this schedule.

15.10 The State salary schedule is based on the terms of the annual epilogue language and the local salary is based on the terms of the new contract that was approved on November 8, 2011 between the Colonial School District's Board of Education and the Delaware Public Employee Council 81 and its affiliated Local No. 218.

15.11 The District shall continue to pay fireman licensing fees for boiler operators as long as those individuals remain in those positions with said boiler responsibilities. The District agrees to pay up to \$100.00 a semester for fireman courses for individuals seeking qualification as a fireman.

15.12 Attendance Stipend

15.12.1 For the periods of January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31, employees will receive a \$100 stipend for no absence and \$50 stipend for utilizing one (1) personal day or for a partial sick instance. Stipend will be issued in the first pay of December and the first pay of July.

15.12.3 Use of vacation scheduled in advance (5 days) does not constitute an absence for this paragraph. The stipend will be prorated on the number of months possible to work if an employee starts after July 1 or leaves before June 30. Jury Duty or Death of an



immediate family member does not impact the stipend for attendance. The new hire must wait until the next quarter for attendance stipend to commence.

### 15.13 Certificate Stipend

15.13.1 Beginning July 1, 2018, an annual stipend in the amount of \$1,500 will be paid to each employee meeting one of the qualifications in 14 Admin C. § 729 4.4 (Skilled Craftsperson), including all incumbents.

15.13.2 Beginning July 1, 2018, an annual stipend of \$500 is available for employees who hold or obtain a certification in an area directly related to their job duties. Any certifications obtained after July 1, 2018 should be submitted to the district for pre-approval. The district will consider whether the certification is relevant to the employee's job responsibilities. Upon completion of the certificate, the employee shall submit evidence of such to the Human Resources Office. The stipend shall be effective upon the completion date of the certificate and be prorated if needed during the first year. Multiple stipends may be awarded up to a maximum of \$1,500.

### 15.14 Benefits

15.14.1 For the duration of this contract, all benefit eligible employees shall:

- (a) have parity with the benefit stipend in the contract with the Colonial Education Association for health Insurance plans offered by the State for medical insurance.
- (b) have the opportunity to elect any or all of the following optional benefits offered by the District: Life Insurance, Vision, Dental
- (c) be given a stipend for full time employees for the purchase of the elective benefits in (b) of \$1,710 annually.

15.14.2 Any full-time employee who selects fewer than three of the elected benefits, who has been employed the entire work year and has not expended his/her stipend, will receive 50% of his/her remaining stipend in the form of salary. To be eligible to receive this benefit, an employee must continue to be a full-time employee at the time of payment. Payment will be made to the employee during the next school year. Employees who retire with a service pension during the summer will be paid their eligible amount at the time of the final salary payoff provided they have met all eligibility requirements.

15.14.3 Once the employee has elected to take advantage of this option that decision is binding for the entire year. Any increase in benefit costs (life insurance) incurred during the same year as a result of increases in salary will be borne by the employee.

15.14.4 Employees who have been on unpaid leave of fewer than twenty days are considered to work full-time during the year occurred.

15.14.5 Employees who have a change in family status (divorced, widowed or married) which require adjustment of their coverage should notify the Personnel Office within two weeks

of the date of the event. Such change may allow continued participation in this program.

## ARTICLE 16

### DISCRIMINATION

#### N

- 16.1 The Board and the Union agree that all practices, procedures, and policies of the District shall clearly exemplify that there shall be no discrimination in the hiring, training, assignment, promotion, transfer, evaluation, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, or age.
- 16.2 The Board of Education or its designated representatives shall not discriminate against, interfere with, restrain nor coerce employees in the right to organize or join or participate in lawful Union activities.
- 16.3 The Union recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

## ARTICLE 17

### SAFETY

- 17.1 The Employer and the Union shall cooperate in the enforcement of safety regulations. However, should an employee feel that serious unsafe or unhealthy situations exist, he/she shall notify his/her supervisor immediately. The district shall immediately investigate the matter and remedy any unsafe working conditions. If the employee is not satisfied with the response, he/she may file a grievance.
- 17.2 Suitable closet space shall be provided for each employee. The employee shall supply his/her own locks.
- 17.3 To the extent possible, overtime shall be authorized in order to avoid any employee having to secure a building by himself/herself.
- 17.4 Reasonable accommodations shall be made to maintain a comfortable working environment.
- 17.5 Uniforms: The District will provide one (1) set of work clothing per day for each maintenance staff employee. The District will also provide laundry and repair service once per week. The district will also provide safety gear as needed.

The District will also provide to each custodian two (2) vests of the appropriate size. Custodians hired after the beginning of the year will be provided with vests within thirty

(30) days of completing their probationary period. The vest shall be worn during each custodian's entire shift.

## ARTICLE 18

### MISCELLANEOUS

#### §

- 18.1 This Agreement incorporates the entire understanding of the parties on all matters, which were or could have been the subject of negotiation. During the term of the Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered at the time this Agreement was executed, however, should the parties agree to discuss and conclude agreement on any issue(s), such agreement(s) shall be effected only by an instrument in writing duly executed by both parties with appropriate ratification and approval of the parties.
- 18.2 Nothing in this Agreement which changes existing Board policy, rules, or regulations shall operate retroactively unless expressly so stated.
- 18.3 The work year of Maintenance/Custodial workers will be in accordance with the current aspects of the contract or equivalent annual hours as specified by State law.
- 18.4 Notices under this Agreement shall be given by either party to the other by certified letter, or personal transmittal and written acknowledgment as follows:
- To the Board: 318 East Basin Road  
New Castle, DE 19720
- To the Union: 91 Christiana Rd  
New Castle, DE 19720
- 18.5 Employees who may be required to use their own automobiles in the performance of their duties shall be reimbursed for such required travel at the rate provided by Delaware Code.
- 18.6 In order to effectively represent employees in their respective function, telephones will be accessible to stewards. Chief stewards will be able to use designated school faculty telephones to receive or make calls.
- 18.7 For purpose of credited service under this contract, any employee hired prior to December 31 of a given year shall be considered to have a full year of service as of June 30th.
- 18.8 Position guides shall be updated to include all current positions combined in the bargaining unit.
- 18.9 When there is excessive heat/cold, air conditioning and/or heat will be provided in work areas.

ARTICLE 19

DURATION OF AGREEMENT

- 19.1 This agreement shall be in effect as of June 30, 2020, and shall continue in effect until June 30, 2022, subject to the Union's right to bargain over a successor agreement.
- 19.2 This agreement shall be binding on the parties, their successors and assigns for the duration of the Agreement in accordance with Chapter 13, Title 19 of the Delaware Code unless specifically prohibited by law. (Bargaining over a successor agreement shall begin no later than April 1 upon request of either of the parties.)
- 19.3 In witness whereof, the parties have caused this agreement to be signed by their respective designees, all on the day and year first above written.
- 19.4 This Agreement shall continue in effect until replaced by a successor agreement or until it is terminated by either party's giving written notice of desire to terminate to the other party. In the event of notice to terminate such notice shall be given the other party in writing by certified mail sixty (60) days prior to the date said party desires termination of the agreement.

Colonial School District  
Board of Education

AFSCME, AFL-CIO  
Council 81 Local 218

\_\_\_\_\_  
President, Board of Education, CSD

\_\_\_\_\_  
Director, Council 81

\_\_\_\_\_  
Superintendent of Schools, CSD

\_\_\_\_\_  
President, Local 218

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vice-President, CSD, Local 218

\_\_\_\_\_  
Staff Representative, Council 81

\_\_\_\_\_  
Date

Appendix A

Colonial School District  
Local Salary Scale  
FY 2021

Step	Custodian	Custodian/ Fireman	Maint C	Courier
1	4,916	7,973	7,973	8,281
2	6,123	8,172	8,172	8,496
3	8,366	8,374	8,374	10,210
4	8,399	10,183	10,183	10,537
5	8,580	10,376	10,376	10,747
6	9,166	11,163	11,163	11,547
7	9,756	11,787	11,787	12,192
8	10,376	12,423	12,423	12,837
9	11,004	13,207	13,207	13,637
10	11,320	13,857	13,857	14,302
11	11,535	14,360	14,360	14,824
12	11,755	15,254	15,254	15,693
13	11,972	16,080	16,080	16,520
Step	Maint B	Maint A	Skilled Craftsman B	Skilled Craftsman A
1	11,674	12,387	11,674	12,387
2	12,387	13,343	12,387	13,343
3	13,110	14,346	13,110	14,346
4	13,854	15,369	13,854	15,369
5	14,622	16,385	14,622	16,385
6	15,388	17,410	15,388	17,410
7	16,159	18,447	16,159	18,447
8	16,923	19,485	16,923	19,485
9	17,704	20,527	17,704	20,527
10	18,471	21,560	18,471	21,560
11	19,240	22,602	19,240	22,602
12	20,136	23,498	20,136	23,498
13	20,960	24,321	20,960	24,321

**Colonial School District  
Local Salary Scale  
FY 2022**

<b>Step</b>	<b>Custodian</b>	<b>Custodian/ Fireman</b>	<b>Maint C</b>	<b>Courier</b>
1	5,535	8,312	8,312	8,633
2	6,894	8,519	8,519	8,857
3	8,722	8,730	8,730	10,644
4	8,756	10,616	10,616	10,985
5	8,945	10,817	10,817	11,204
6	9,556	11,637	11,637	12,038
7	10,171	12,288	12,288	12,710
8	10,817	12,951	12,951	13,383
9	11,472	13,768	13,768	14,217
10	11,801	14,446	14,446	14,910
11	12,025	14,970	14,970	15,454
12	12,255	15,902	15,902	16,360
13	12,481	16,763	16,763	17,222
<b>Step</b>	<b>Maint B</b>	<b>Maint A</b>	<b>Skilled Craftsman B</b>	<b>Skilled Craftsman A</b>
1	12,170	12,913	12,170	16,771
2	12,913	13,910	12,913	17,402
3	13,667	14,956	13,667	18,083
4	14,443	16,022	14,443	18,785
5	15,243	17,081	15,243	19,479
6	16,042	18,150	16,042	20,183
7	16,846	19,231	16,846	20,899
8	17,642	20,313	17,642	21,616
9	18,456	21,399	18,456	22,338
10	19,256	22,476	19,256	23,050
11	20,058	23,563	20,058	23,771
12	20,992	24,497	20,992	24,497
13	21,851	25,355	21,851	25,355

**COLLABORATIVE AGREEMENT**  
Between the Colonial School District Board of Education  
And the  
American Federation of State, County,  
and Municipal Employees, AFL-CIO,  
Local 218

This agreement entered into this 15th day of June 2021 by and between the Board of Education of the Colonial School District (the "Board") and 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")

WHEREAS, the Parties have entered into a Collective Bargaining Agreement (the "CBA") which, by its terms, governs the time period July 1, 2020 through June 30, 2022.

NOW, THEREFORE, in consideration of the foregoing and mutual promises set forth herein, the Parties hereby agree as follows:

The parties agree they have negotiated a one-time payment of seven hundred dollars (\$700) for each full time (eight (8) hour) employee. This amount will be prorated for part-time employees. Payment will be issued timely upon approval.

Colonial School District

  
\_\_\_\_\_  
President,  
Board of Education

  
\_\_\_\_\_  
Superintendent

6/15/2021  
\_\_\_\_\_  
Date

AFSCME, AFL-CIO  
Council 81 Local 218

*Michael Begatto*  
\_\_\_\_\_  
Director, Council 81

  
\_\_\_\_\_  
President, Local 218

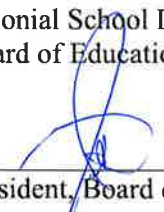
*Joseph McInnes*  
\_\_\_\_\_  
Vice-President, CSD, Local 218

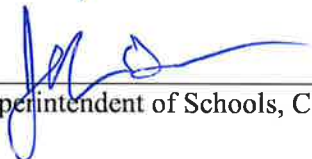
ARTICLE 19

DURATION OF AGREEMENT

- 19.1 This agreement shall be in effect as of June 30, 2020, and shall continue in effect until June 30, 2022, subject to the Union's right to bargain over a successor agreement.
- 19.2 This agreement shall be binding on the parties, their successors and assigns for the duration of the Agreement in accordance with Chapter 13, Title 19 of the Delaware Code unless specifically prohibited by law. (Bargaining over a successor agreement shall begin no later than April 1 upon request of either of the parties.)
- 19.3 In witness whereof, the parties have caused this agreement to be signed by their respective designees, all on the day and year first above written.
- 19.4 This Agreement shall continue in effect until replaced by a successor agreement or until it is terminated by either party's giving written notice of desire to terminate to the other party. In the event of notice to terminate such notice shall be given the other party in writing by certified mail sixty (60) days prior to the date said party desires termination of the agreement.

Colonial School District  
Board of Education

  
\_\_\_\_\_  
President, Board of Education, CSD

  
\_\_\_\_\_  
Superintendent of Schools, CSD

6/15/2021  
\_\_\_\_\_  
Date

AFSCME, AFL-CIO  
Council 81 Local 218

*Michael Begatto*

\_\_\_\_\_  
Director, Council 81

  
\_\_\_\_\_  
President, Local 218

*Joseph McInnes*  
\_\_\_\_\_  
Vice-President, CSD, Local 218

*Christopher K. Ware*  
\_\_\_\_\_  
Staff Representative, Council 81

06/17/2021  
\_\_\_\_\_  
Date





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## Files

2021 CBA - AFSCME.pdf

Jun 17, 2021 15:07:58 UTC

## Activity

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