

Collaborative Agreement
between the
Colonial School District Board of Education
and the
Colonial Food Service Workers Association
DSEA/NEA
September 1, 2020 through August 31, 2023

Colonial Food Services
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PREAMBLE

This Agreement entered into this first day of September 2020 by and between the Board of Education of the Colonial School District, hereinafter called the "Board" and the Colonial Food Service Workers Association, DSEA/NEA, hereinafter referred to as the "Association".

ARTICLE 1 - PURPOSE

- 1:1 The purpose of this Agreement is the recognition of the rights and responsibilities of the parties concerned and the formulation of procedures by which both parties may work together in good faith with regard to all matters pertaining to this Agreement and other terms and conditions of employment.
- 1:2 This document constitutes a living document, and as a result, a Liaison Committee, comprised of District and Association representatives shall be established. By Mutual agreement, the parties may meet from time to time to discuss operational issues. Such discussions may result in changes to the Agreement which shall be incorporated through a written Memorandum of Agreement.
- 1:3 The parties shall exchange agendas twenty-four (24) hours prior to these meetings.

ARTICLE 2 - RECOGNITION

- 2:1 The district recognized the Association as the sole and exclusive bargaining representative for the employees covered by this Agreement for the purpose of representing employees in their employment relations with the District in matters covering wages, salaries, hours, sick leave, grievance procedures, and other terms and conditions of employment.
- 2:2 The term "employee" as used in this Agreement means all nutrition services employees exclusive of managers and administrative personnel. It is further understood that only the following classifications in the Colonial School District are included as Nutritional Services employees in the bargaining unit: all cooks, bakers, general workers and lead workers.
- 2:3 The term "Board" as used in this Agreement shall mean the Colonial Board of Education and/or its designees.
- 2:4 The term "District" as used in this Agreement shall mean the Colonial School District and/or its representatives.
- 2:5 The term "bargaining unit" as used in this Agreement shall mean that group of employees covered by this agreement.
- 2:6 The term "school" as used in this Agreement shall mean any of the buildings maintained by the Board of Education in which the educational process is carried on.
- 2:7 The term "supervisor" as used in this Agreement shall mean the Supervisor of Nutrition Services.
- 2:8 The term "manager" as used in this Agreement shall mean the person responsible for the day-to-day operation of the school meal programs.
- 2:9 The inclusion or exclusion of a newly-formed position shall be submitted to the Public Employment Relations Board, State of Delaware, for determination.
- 2:10 The term "lateral transfer" as used in this Agreement shall mean a change in work location (building) involving the same position classification and the same number of work hours.
- 2:11 The term "promotion" as used in this Agreement shall mean a position with a higher hourly rate of pay.
- 2:12 The term "first day" as used in this Agreement shall mean the first working day of the school year, whenever that day occurs.
- 2:13 The term "days" as used in this Agreement shall mean the first working day of the school year, whenever that day occurs.
- 2:14 The term "involuntary transfer" as used in this Agreement shall mean a district-initiated move of an employee from one work location to another.

- 2:15 The term “emergency” as used in this Agreement shall mean an unforeseen combination of circumstances that calls for immediate action.
- 2:16 September 1 as used in this Agreement means the beginning of the employee work year, regardless of the actual month or day on which school starts.
- 2:17 Colonial Nutrition Services Employees is synonymous with Colonial Food Service Workers in this Agreement.

ARTICLE 3 - ASSOCIATION FEES

- 3:1 The employer agrees to deduct, from the bi-weekly payroll, the monthly Association dues from the earned wages of each Employee covered by this Agreement. Such deductions shall be made after the Employee executes the appropriate written authorization form. On or before the twentieth (20th) of each month, the Association shall deliver To the District any newly executed authorization forms for deductions of the Association dues. Deductions of Association dues will begin on the first available pay cycle after signed authorization forms are received. Such deductions for Association dues shall be transmitted, to the duly elected Treasurer of the Association by the State of Delaware, Office of Management & Budget (OMB), in accordance 2.2 Definitions 2 with State established business practices. The Association will notify the employer thirty (30) days prior to any changes in dues.
- 3:2 The Association shall indemnify and hold the employer harmless against all claims, demands, suits and other forms of liability that shall arise out of or by reason or any action taken or not taken by the employer for the purpose of complying with any of the provisions of this Agreement.
- 3:3 On a monthly basis, the District shall provide the Association with a list of employees in the bargaining unit.
- 3:4 Any action taken by the Association to collect a representation fee from those bargaining unit members who do not authorize payroll deductions or who otherwise refuse to pay the representative fee is understood to be an Association action and not on behalf of the Board.
- 3:5 Each employee who, on the effective date of this Agreement, is a member of the Association, and each employee who becomes a member after that date shall maintain his/her membership in the Association, provided that such employees may resign from the Association during each calendar period June 30 through July 31. Requests must be made in writing to the Association.
- 3:6 Deduction of Association dues or Service Fees: The district agrees to deduct the monthly Association membership dues or service fee from the earned wages of Association members covered by this Agreement. Such deductions shall be made after the employee executes the appropriate written form. On an on-going and regular basis, the Association shall deliver to the District additional executed authorization forms under which the Association membership dues or service fees for the next month are to be deducted. Dues or service fees deductions shall be made from the payroll. Such deductions for Association dues or service fees are to be transmitted each month by the District. The Association shall notify the district thirty (30) days prior to any change in dues or service fees.
- 3:7 The Association shall indemnify and hold the district harmless against any and all claims, demands, suits and other forms of liability that shall rise out of or by reason of any action taken or not taken by the district for the purpose of complying with any of the provisions of this article.

ARTICLE 4 - COLLABORATIVE PROBLEM-SOLVING/GRIEVANCE PROCEDURE

- 4:1 A grievance is a claim by an employee or the Association that there has been a misinterpretation, misapplication or violation of this Agreement, official written policies of the Board of Education, or written administrative rules and regulations affecting an employee, a group of employees or the Association.
- 4:1.2 A grievance alleging that there has been a misinterpretation, misapplication or violation of official written policy of the Board of Education or written administrative rules and regulations shall conclude at Level Four of the grievance procedure and shall not be subject to arbitration. Nothing in this exclusion shall deny the option to appeal the Superintendent’s decision to the Board which shall, at its option, hold a hearing concerning the matter or determine the matter on the basis of the written record. The Board shall render its decision within thirty (30) days of the filing of the appeal to the Board.
- 4:1.3 The term “Days” as used in this Agreement shall mean employee work days during the regular school year, however when a grievance is submitted after the regular school year but before the first day of the next school year, “days” shall be defined as weekdays.
- 4:1.4 The term “Grievance” shall mean the person(s) or Association who files a grievance as provided for under this Agreement.

- 4:1.5 The term "Immediate Supervisor" shall mean the Nutrition Services Manager of an employee's school.
- 4:2 Representation
- 4:2.1 Commencing with Level One of the Grievance Procedure, the grievant may be represented by a representative selected or approved by the Association.
- 4:2.2 If the grievant chooses to represent himself/herself, the Association shall be notified by the administrator and shall have the right to be present and to state its views at all levels of the grievance procedure.
- 4:2.3 If the employee elects to be represented, the employee must still be present at any level of the grievance procedure where the employee's grievance is to be discussed, except that the employee need not be present where it is mutually agreed that the facts are not in dispute and when the sole question is the interpretation of this Agreement.
- 4:3 Association Grievances
- 4:3.1 If the Association files a grievance, it shall first be presented at Level 2 (Operations Manager, Nutrition Services) within ten (10) days from when the grievant knows or should have known of the act which is the subject of the grievance.
- 4:4 Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall constitute authority for the employee or the Association to proceed to the next level. Failure by the employee or the Association to proceed to the next level. Failure by the employee or the Association to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
- 4:5 Line of Grievance
- 1) Manager (Informal)
 - 2) Operations Manager, Nutrition Services
 - 3) Supervisor, Nutrition Services
 - 4) Superintendent or Designee
 - 5) Arbitration
- 4:6 Level One/Informal Level/School Manager
- Employees having a grievance shall attempt to resolve the issue by informally discussing the matter with their manager within ten (10) days from when the grievant knows or should have known of the act which is the subject of the grievance. There is no need to put the grievance in writing nor is there a requirement for a written answer. The manager shall attempt to resolve the issue with the employee within five (5) days.
- 4:7 Level Two/Operations Manager, Nutrition Services
- If the employee is not satisfied with the response in the Informal Level, the employee shall set forth the grievance on a written form within five (5) days with the Nutrition Services Operations Manager.
- 4:8 The Nutrition Services Operations Manager shall respond in writing to the grievant with a copy to the Association within ten (10) days after receipt of the written grievance.
- 4:9 If the Supervisor's response at Level One is not acceptable, the grievant may, no later than five (5) days after receipt of the supervisor's decision, appeal the matter to the Operations Manager.
- 4:10 The appeal shall be heard within ten (10) days after its receipt. The Supervisor shall provide the decision in writing to the grievant with a copy to the Association within five (5) days of the conclusion of the Level Two meeting.
- 4:11 Level Three/Supervisor, Nutrition Services
- If the response at level Two is not acceptable, the grievant may, not later than five (5) days after receipt of the written Decision at Level Two, appeal the matter to the Nutrition Services Supervisor. The appeal shall set forth the reasons for the grievant's continued dissatisfaction.
- 4:12 The Nutrition Services Supervisor shall hear the grievance within then (10) days after receiving it.
- 4:13 The decision of the Nutrition Services Supervisor shall be rendered within five (5) days after conclusion of the

meeting(s) on the matter. The decision shall be sent to the grievant with a copy to the Association.

4:14 Level Four/Superintendent or Designee

The decision of the Superintendent on all grievances shall determine the matter, unless he Association, within 10 days

After receipt of the Superintendent's decision, notifies the Superintendent in writing of its intent to proceed to grievance mediation. A joint request, which shall state in reasonable detail the nature of the dispute, shall be made to the Federal Mediation and Conciliation Service (FMCS) for a mediator. The rules and procedures of the FMCS shall then bind the parties for the appointment and conduct of the session. The mediator shall hold a hearing promptly and shall work with both parties to resolve the dispute. The cost of the FMCS mediation services, if any, shall be borne equally by both parties. The Association shall represent the grievant at the mediation level.

4:15 Level Five/Arbitration

4:15.1 If the dispute is not resolved through the grievance mediation process the Association may, within ten (10) days after final disposition of the mediation session, notify the Superintendent in writing of a demand for arbitration which will state in reasonable detail the nature of the dispute and the remedy sought.

4:15.2 Where the Association files a timely demand for arbitration, representatives for the Association and the District shall confer to select an arbitrator. In the event that the parties are unable to agree, the selection of an arbitrator shall be in accordance with the rules of Voluntary Labor Arbitration.

4:16 Section 1013(c) Title 14 of the Delaware Code shall control the arbitration proceeding. A copy of the current language of Section 4013(c) is attached as Appendix C. The parties agree that termination of non-probationary employees is subject to binding arbitration.

4:17 The arbitrator shall not amend, modify, nullify, ignore or add to the provision of the Agreement. The opinion must be based solely and only upon the interpretation or application of the express relevant language of the Agreement.

4:18 Where grievance proceedings are mutually scheduled by the parties during school time, person(s) proper to be present shall suffer no loss of pay. In the event of a disagreement whether a person is proper to be present at the grievance, such disagreement shall be subject to resolution through the grievance procedure.

4:19 The Association agrees that when a grievance requires either multiple witnesses or grievance, the Association shall arrange for the scheduling of such people in such a manner as to avoid cumulative testimony and to minimize disruption and expense to the Board.

4:20 All documents, communications, and records dealing with the process of a grievance shall be filed in a separate grievance file. However, all documents, communications and records normally kept in the employee's personnel file shall be retained in the personnel file.

4:21 The district shall provide the Association with copies of all written decisions at each level.

4:22 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the district until such grievance and any effect thereof shall have been fully determined.

4:23 Forms for filing grievances shall be prepared jointly by the district and the Association. The Board shall reproduce the forms and distribute them to the Association so as to facilitate operation of the grievance procedure.

4:24 Hering at any level of this procedure may be waived by mutual agreement of parties. Time limits may be extended by mutual agreement.

4:25 Reprisals

No reprisals of any kind shall be taken by the district or by any member of the administration against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reason for such participation.

ARTICLE 5 NO STRIKE - NO LOCKOUT PROVISION

5:1 The Association agrees that during the period of the Agreement, it shall not, nor shall any person acting in 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. The Board also agrees that it shall not lock out employees for the

duration of this Agreement.

ARTICLE 6 RIGHTS OF THE PARTIES

- 6:1 The Board agrees to make available to the Association, upon reasonable written request, budgets, reports, statistics, information, and records which are available to the public. In addition, upon written request, the Board, agrees to make available to the Association other statistics, information and records necessary for negotiations and to the extent such information is not confidential from public access.
- 6:2 Administration directives or work rules which are not confidential to administrative and supervisory personnel and which affect the employment relations of employees shall also be mailed to the Association President at the time of the issuance or posting of the directive.
- 6:3 A copy of current Board policy and Board minutes (agendas) shall be mailed to the President of the Association as soon as they are made available. The Association shall provide the Board with copies of its By-Laws.
- 6:4 A written list giving the names of the Association's Representatives, the chair of the grievance committee, and the officers of the Association shall be furnished to the district immediately after their designation. The Association shall notify the district promptly of any changes to such a list.
- 6:5 Accredited representatives of the State and National Association shall be permitted to transact official Association business on school property at all reasonable times. The Association representatives shall obtain approval of the building principal or other person in charge of the building, which the representative is visiting, by reporting to the office. Such access shall not be unreasonably denied.
- 6:6 Whenever employees of the bargaining unit are mutually scheduled to participate in negotiations during working hours, they shall suffer no loss of pay.
- 6:7 The Association shall have the right to use school buildings for Association business on the same basis as other school affiliated organizations in accordance with District policy.
- 6:8 The Association may use the school office, district interoffice mail system, available technology, and bulletin board space for posting notices in areas readily available to employees and assigned for the dissemination of information by means of notices, circulars, or other similar materials pertaining to Association business under the following provisions:
- (a) The material must identify clearly the individual(s) and/or organization responsible for the information contained.
 - (b) A copy of the material for general distribution or an opportunity to copy material being distributed must be given to the building principal or his/her designee and the Supervisor of Nutritional Services prior to or at the time of posting or dissemination in that building. If the material is to be distributed or posted system-wide, a copy also must be furnished to the Superintendent or designee prior to or at the time of posting or dissemination.
 - (c) The mail system and bulletin boards may not be unreasonably used so as to interfere with the normal business of the school.
- 6:9 No employee shall be prevented from wearing official pins or insignias of the Association or its affiliates.
- 6:10 The Association shall have the right to use school facilities, office equipment, and available technology at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated. Prior approval shall be obtained from the appropriate administrator.

ARTICLE 7 EMPLOYEE RIGHTS

- 7:1 When an employee is requested to participate in a meeting where the employee reasonably believes the investigation or meeting shall result in disciplinary action, the employee has the right to refuse to submit to the meeting without an Association representative.
- 7:2 Whenever the employee is required to appear before the Board or administrator concerning any matter which could adversely affect his/her condition of employment and/or salary, he/she shall be given forty-eight (48) hours prior written notification with reasons and have the right to bring an Association representative. Any topic not included

in the notification shall not be covered at said meeting.

- 7:3 No employee shall be disciplined, including dismissal, reprimanded, or reduced in pay except for just cause. Any such action shall be considered with due regard to privacy. Any suspension of an employee pending the disposition of charges shall be with full pay and benefits. No evaluation or discipline report shall be submitted to the central office, placed in the employee 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 by the employee and in no way indicates agreement with the contents, thereof.
- 7:4 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, but without limiting the generality of the foregoing, the right:
- (a) To exercise executive management and administrative control of the school system, its properties and facilities, and direct the work activities of its employees.
 - (b) To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment or their dismissal or demotion and to promote, place, transfer, and assign all such employees.
 - (c) The exercise of the foregoing powers, rights, authority, duties and responsibilities rules, regulations, and practices 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.
- 7:5 In an emergency affecting the health, safety, or welfare of the students of the District, the Board may take appropriate action.
- 7:6 When students or volunteers are assigned to perform cafeteria duties; such assigned duties shall be in addition to and in assistance of regularly assigned workers. Such students or volunteers shall not be used to replace an employee or instead of hiring an employee justified by the school's meal participation count.
- 7:7 The Board reserves the right to enter into a contract, subcontract, or agreement with any person, persons, organization or companies which shall affect services normally provided by this bargaining unit. Written notice shall be given to the Association six (6) months prior to releasing bids.
- 7:8 The District shall allow the President of the Association or persons designated by the President ten days per year for Association activities. Use of such days must be by prior notice to the Superintendent and the Supervisor of Nutrition. The primary focus of such days shall be items of concern to the local Association.

ARTICLE 8 SENIORITY, LAYOFF AND RECALL

- 8:1 Seniority
- 8:1.1 The term seniority as used in this Agreement shall be calculated as the length of continuous service in a Nutritional Services position in the District.
- 8:1.2 The 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 15th of each year. Employees who wish to appeal their placement on this list must do so in writing to the Human Resources before April 1st of the year the list is published. A final list shall be posted by April 30th each year. An employee's failure to question prior to April 1st his/her seniority date or placement on the first posted list shall preclude the assertion of incorrect placement in challenging any subsequent actions having to do with seniority for that school year, except in cases involving clerical error. Once an appeal has been adjudicated, no further appeal for the same reason shall be honored. A copy of the final seniority listing shall be sent to the President of the Association and the Association office.
- 8:1.3 In the event two (2) or more employees in the same classification have the same seniority date, a lottery shall be used to break the tie. Ties that are created by a person moving to a new classification or as a result of adjustment because of leave of absence shall be broken by placing the persons new to the classification at the top if it is a downgrade and at the bottom if it is an upgrade or a result of a leave. In the event of ties that cannot be solved by the above procedures, a mutually agreed upon lottery shall be conducted.
- 8:1.4 An employee shall lose his/her seniority and rights under this Agreement for the following:

- (a) Resignation or Termination
- (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 special time requirements as per 11.1 shall be considered job abandonment for not following District notification requirements.

8:2 Probationary Period

New employees shall serve a probationary period of thirty (30) workdays which may be extended an additional thirty (30) workdays following a conference with the Supervisor of Nutrition Services or designee and written notification to include performance concerns to the employee and the Association.

8:2.1 Upon satisfactory completion of the probationary period the employee's seniority shall be established as the date of Hire.

8:3 Layoff

8:3.1 If a reduction in force is necessary beyond normal attrition, the superintendent shall determine the number of positions that shall be reduced, as well as the date such reduction is needed, and shall apprise the President of the Association in writing of this information prior to the effective date of the reductions. It is agreed that Nutrition Services managers may assert their seniority and bump into this bargaining unit based upon the method in Section 8:1.3. The categories of baker and cook are considered to be the same classification.

8:3.2 Upon notification that his/her position has been identified for elimination or an employee is being bumped from his/her position, an employee shall be:

- (a) able to select a transfer to an open position in his/her classification, if such a position is available and/or bump, if seniority allows, the least senior employee within the same classification.
- (b) If (a) is not available, an employee shall be able to select a transfer to an open position in a lower classification if such a position is available and/or bump, if seniority allows, the least senior employee in a lower classification.
- (c) laid off.

8:3.3 An employee exercising the right to bump to a lower classification rather than being laid off shall receive the salary rate of the new classification. Such an employee shall be put on the recall list in seniority order of his/her former classification.

8:3.4 An employee who selects layoff rather than bumping to a lower classification shall be eligible for recall only to the classification from which laid off.

8:3.5 Employees who are laid off shall be automatically placed on the recall list in seniority order for a period equal to their length of service but not to exceed two (2) years.

8:4 Recall

8:4.1 Employees, except as provided in Section 8:1.3, shall be recalled in seniority order according to the classification from which they were laid off and any lower classification.

8:4.2 Notification of recall shall be a phone call from a Human Resources representative. Once the recall notice is delivered, the employee has 24 hours to respond. An official notice indicating the employee's response will be mailed to the employee's home address and placed in their personnel file.

8:4.3 A person who accepts recall shall report to work on the date indicated by the District or at a later mutually agreeable time. A person shall have at least seventy-two (72) hours to report to work.

8:4.4 A person who refuses a position shall be removed from the recall list.

8:4.5 Employees who are eligible for recall must keep the District informed of any changes in address. The change of address must be adjusted by the employee through the PHRST portal. An employee must notify the Human Resources Office in writing thirty (30) calendar days prior to the end of the first year of his/her intent to remain on the list.

8:4.6 An employee who is laid off under the provisions of this article and subsequently recalled shall maintain his/her

seniority; however, time lost by a layoff shall not be counted toward seniority. Employees on a paid leave of absence shall continue to earn sick leave. Employees on unpaid leave of absence shall not earn sick leave.

8:5 Miscellaneous

8:5.1 Employees on Board approved leaves of absence shall be subject to the layoff provision of this article.

ARTICLE 9 TRANSFERS AND PROMOTIONS

9:1 Definition

9:1.1 Permanent vacancy notices for cooks, bakers, lead workers, and general workers, with the exception of three (3) hour general worker positions, shall be posted, in accordance with district policy for five (5) workdays including specific work hours as such occur between the first day of school and the last day of school of any school year. Positions which have already been posted, but not filled due to lack of qualified applicants, do not need to be reposted. These positions may be filled by a current substitute or current applicant.

9:1.2 Increasing the number of hours by more than one (1) for a general worker's position shall cause that position to be posted as a new position. This provision shall apply during the work year beginning with the first day of school and ending with the last school day in each year. If an employee has interest in additional time of one (1) or more hours which may become available during the summer months, he/she must submit the request no later than the last workday of the school year. See Appendix B for the request form.

9:1.3 Positions filled relative to 9:1.1 and 9:1.2 shall be from a standing request for transfers on file in the Nutrition Services Office. Requests for transfers must be filed between April 15th - May 15th and shall be in effect from June 1st through May 3rd of the upcoming year. Employees who file a request for transfer may not decline to accept a transfer that opens. See Appendix A for the transfer form.

9:1.4 Requests for lateral transfers shall be considered prior to consideration of candidates seeking promotion. Requests for lateral transfers must be made in writing. See Appendix A for the transfer form.

9:1.5 Employee selections for positions listed in 9:1.1 shall be determined by the following criteria listed according to priority:

- (a) Relative ability of the candidate for the position based upon qualifications outlined on the job description, valuation, attendance, experience in school nutrition service or other comparable experiences, or demonstrated productivity, which support the skills outlined on the job description, and schooling/training credits.
- (b) System-wide balance.
- (c) Seniority.

9:1.6 Requests for lateral transfer shall be filled by using the following criteria in priority order:

- (a) Seniority
- (b) Individual performance evaluation of satisfactory or better.
- (c) Operational needs of the position.

9:1.7 Changing an individual's number of hours shall be in accordance with the provisions of Article 11:1, except as defined for positions in 9:1.1 and 9:1.2. Such change may take place before the identification of a permanent vacancy.

9:1.8 The written notice of vacancy shall contain:

- (a) Type of vacancy
- (b) Position description, including the number of hours
- (c) Location
- (d) Starting date

- (e) Qualifications
- (f) Salary as per contracted agreement
- (g) Other relevant information

9:1.9 All promotions shall be subject to a probationary period of fifteen (15) workdays in which employee may upon request return to the previous position. All promotions will be subject to a 15 workday probationary period during which they may be returned to previous position or at the Nutrition department's discretion, the probation may be extended an additional 15 workdays after which the employee may be moved back to a position similar to the one which was vacated for the promotion.

9:1.10 All new posted six-hour positions will be subject to a probationary period for fifteen (15) workdays in which employee may upon request return to previous position. All promotion will be subject to a 15 workday probationary period during which they may be returned to previous position, or at the Nutrition department's discretion, the probation may be may be extended an additional fifteen (15) workdays after which the employee may be moved back to a position similar to one which was vacated for the promotion.

9:1.11 An employee must normally have ten (10) calendar months service with the district to be eligible to apply for transfer. Any employee who is granted a transfer as a result of the employee's request may not apply for another transfer within ten (10) calendar months. This provision shall not apply to those employees seeking promotional positions.

9:2 Involuntary Transfer

9:2.1 To address specific needs of the District, it may be necessary to involuntarily transfer an employee(s) to another location. Such changes shall only take place after a thorough review has been conducted and a determination of the critical nature of the problem is verified. Notice of proposed involuntary transfer shall be given to the employee involved and the Association President upon knowledge of such transfer, but in no event less than seventy two (72) hours prior to the date of such proposed transfer. Employees shall not be involuntarily transferred to a position with less hours.

9:2.2 In unique situations that impact staff, such as opening or closing of a school, realignment of student attendance patterns, and relocation of programs, the District and the Association agree to collaboratively plan for assignment/reassignment of staff.

9:2.3 An employee may request a meeting with the Nutrition Services Supervisor or other appropriate administrative official(s) to discuss the transfer. The employee may be accompanied by an Association representative.

9:2.4 Employees shall not be involuntarily transferred to other than existing vacancies unless agreed upon by the Nutrition Services Supervisor, the Association, and the employee.

9:2.5 When transfers are deemed necessary and such transfers are involuntary, the least senior employee(s) shall be transferred, unless the sending or receiving school operational needs or affirmative action programs dictate otherwise.

9:2.6 Any employee who is involuntarily transferred shall be given the option to return to the original assignment when a vacancy occurs if:

- (1) A request is made in writing within five (5) days of being transferred.
- (2) Organization need dictates
- (3) System-wide balance
- (4) If the employee's evaluations are satisfactory or better.

9:3 Miscellaneous

9:3.1 If an employee is denied a transfer or a promotion, written reason(s) shall be given upon request of the employee by the Director of Personnel within ten (10) days of the notification. All employee applicants shall be given verbal or written notification regarding the final outcome of their application.

9:3.2 It is understood by the Association that nothing set forth in this article shall prohibit the Board from simultaneously seeking candidates from outside the bargaining unit for vacancies if vacancies cannot be filled from within the bargaining unit. However, it is understood by the Board that candidates from outside the District who are selected for appointment must be better qualified than candidates who are members of the bargaining unit.

ARTICLE 10 SAFETY AND HEALTH

- 10:1 The employee and the Association shall cooperate in the enforcement of safety regulations. Should an employee feel that an unsafe or unhealthy situation exists, he/she shall notify his/her immediate supervisor in writing immediately.
- 10:2 Such a situation shall be investigated as soon as possible by an Association representative and the Nutrition Services Operations Manager and other appropriate District personnel. If after such review the situation is declared unsafe, employees shall not be required to work under that condition.
- 10:3 If the matter is not adjusted to the satisfaction of the employee or the Association, it shall be referred to Level 3/Supervisor, Nutrition Services of the Grievance Procedure.
- 10:4 The District shall make every effort to maintain reasonable temperatures within the school cafeterias and kitchens. In the event that the temperature on any given day is deemed to be extreme, the cafeteria manager and lead worker shall immediately implement extreme temperature procedures. If the situation cannot be resolved at the school level, the cafeteria manager or lead worker shall consult with the Nutrition Services Supervisor to explore additional options.

ARTICLE 11 LEAVES OF ABSENCE

- 11:1 Leaves of absence, including sick leave, and leaves for other reasons shall be granted in accordance with federal and state law. The following link is to the relevant Delaware code governing leave and absences:
<http://delcode.delaware.gov/title4/c013/index.shtml>
- 11:2 Sick Leave
- 11:2.1 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.
- 11:2.2 Employees shall have access to their attendance history and leave balance through Data Service Center. It is advised that employees should check and confirm their balance as soon as possible but no later than October 30th of each year.
- 11:2.3 Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each year:
- 11:2.4 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.
 - (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 be properly 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.
- 11:3 Jury Duty
- 11:3.1 An employee shall receive regular pay for the time spent on jury duty. The employee must submit their certificate of jury duty attendance to their attendance secretary upon returning from jury duty. Payment received from jury duty shall not be returned to the District.
- 11:4 Unpaid Administrative Leave – Any employee with a Felony may be placed on unpaid administrative leave and will be reimbursed for lost wages if acquitted or charges are dropped.

ARTICLE 12 HOURS OF WORK

- 12:1 The district shall establish hours of work for Nutrition Services employees based upon the need for such services. the normal work week for employees shall consist of total assigned hours, exclusive of unpaid lunch, except as overtime is required to carry out the mission of the district.
- 12:2 The normal work year for employees shall be equal to the number of student days, within the regular school year as approved by the Board, on which lunches are served at each school level. One start-up day and one staff development day shall be added to the work year. During secondary school half days where lunch is not served, employees who work in secondary schools may opt to substitute in other schools serving lunch. Employees will be called upon to do this substituting on a rotating basis subject to seniority. These employees will be paid their regular hourly rate for the hours worked.
- 12:3 The salary or wages for any Employee working outside the normal work year shall be within the sole discretion of Colonial School District School Nutrition.
- In the event of emergency closures on regularly scheduled work days - employees will have opportunity to makeup Hours at a maximum amount of two days at their regularly scheduled hours.
- (a) Activities must be district pre-approved but may include: working in another school, complete online Professional Development in line with SNA standards, and/or assistance on Penn Farm.
 - (b) Employees must complete make up hours prior to May 31st of that year.
 - (c) Hours not completed by May 31st. will result in deduction of pay in addition to other emergency days above two-day make up max.
 - (d) Employees will not be allowed to use personal and/or sick days in place of Professional Development or alternate assignments.
- 12:4 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) Any alternative to the Monday through Friday schedule shall be timely discussed with the Association before it is implemented.
 - (b) All time worked on any Saturday shall be paid at a rate of time and one-half and any work on Sunday shall be paid at the rate of double time; and
 - (c) The development of a variable schedule shall not increase the workload of employees on the regular Monday through Friday schedule.
- 12:5 Total assigned hours of work exclusive of unpaid lunch shall constitute a normal workday. Employees who work five (5) hours or more shall be permitted one (1) fifteen (15) minute rest period as scheduled by the Nutrition Services Manager. The minimum workday shall consist of three (3) hours, except where operational needs dictate otherwise. The total assigned hours of employees with the exception of 3-hour employees shall include one-half hour (1/2) of unpaid lunchtime during each workday as determined by the manager.
- 12:6 Overtime
- 12:6.1 Distribution: Overtime work shall be distributed as equitably as possible to employees working within a given job site based upon operational needs and employee skill set.
- 12:6.2 Any employee called back by the district to work outside of his/her regularly scheduled shift shall be paid a minimum of two (2) hours at one and one-half (1.5) times the employee's regular hourly rate for all hours worked. 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.
- 12:6.3 In consideration of the above, it is agreed by the Association that the 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, by seniority. If an employee declines the overtime, it shall be credited for equitable distribution and rotation as if he/she had worked the overtime. The qualified employee with the least seniority shall accept the overtime assignment in the event that employees with greater seniority decline.
- 12:6.4 Payment for overtime shall normally be made within the second payroll following the pay period in which the work was performed, providing the time was reported by the employee in accordance with District procedure.

- 12:7 An employee who is required to work in a higher rated classification shall receive the higher rate of pay in said classification for the number of hours actually worked in such classification in that pay period.
- 12:8 The district reserves the right to reasonably modify starting and quitting times of employees. The district shall 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 seventy-two (72) hour notice.
- 12:9 In the event a substitute is obtained, he/she shall be placed in the position with the least number of hours. The additional hour or hours required and the exact time of day shall be determined by the Manager and shall be assigned to the employees on a rotational basis by seniority and to those available employees. The qualified employee with the least seniority shall accept the additional hours assignment in the event employees with greater seniority decline.
- 12:10 Substitutes shall be used to fill day-to-day absences. Any substitute work caused by an increased workload for more than sixty (60) days shall result in the creation of a new position, such position shall be filled in accordance with Article 9:1.5.
- 12:11 Employees shall not be required to clean work area bathrooms or carry out kitchen trash.
- 12:12 It is the employees responsibility to report his/her inability to be on duty at as early an hour as is practical, in the Manner prescribed by the Nutrition Services Office.

ARTICLE 13 SALARIES AND EMPLOYEE BENEFITS

- 13:1 The salaries of all employees covered by this Agreement shall be the salaries as prescribed by Chapter 13, Title 14 of the Delaware code, plus a supplement for District funds in the amount in the schedule set forth in-13:10.
- 13:2 In accordance with State Law, an employee must have worked a minimum of ninety-one (91) days to advance a step on the pay scale.
- 13:3 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.
- 13:4 Lead Worker Wage Adjustments - Wage Adjustment for lead workers shall be annualized and added to the salary scale of eligible employees according to the following schedule.

# of Staff Supervised	FY 2020-2023
0-3	\$1.70/hour
4-7	\$1.80/hour
8-11	\$1.90/hour
12+	\$2.00/hour

- 13:4.1 A Satellite Lead Worker in a school with a minimum enrollment of 350 students that do not have a cook's position Shall receive the following wage adjustment per hour.

FY 2020-2023	\$0.33/hour
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13:5 Cook Wage Adjustment - Wage Adjustment for cooks shall be annualized based upon the average daily reimbursable lunch participation from the previous year and added to the salary scale of eligible employees according to the following schedule.

Lunch Participation	FY 2020-2023
600+	\$0.52/hour
900+	\$0.57/hour

13:6 Longevity Stipends shall be annualized and included in equal installments n bi-weekly pay in the calculation of hour rate.

Longevity Stipend	FY 2020-2023
6-10 years	\$0.25/hour
11-15 years	\$0.50/hour
16-20 years	\$0.75/hour
21-25 years	\$1.00/hour
26+ years	\$1.25/hour

13:7 State Training Unit Stipends - Annual stipends shall be paid to employees who complete state training units as follows.

Units Completed	Stipend Amount - FY 2020-2023
Unit 1	\$0.20
Unit 2	\$0.30
Unit 3	\$0.40
Unit 4	\$0.60

13:7.1 State training unit stipends shall be annualized and included in equal installments in biweekly pay in the calculation of hourly rate. Unit classes completed prior to the first day of school shall result in employees receiving the full annual stipend, Unit classes completed between the first day of school and February 1 shall result in employees receiving one-half (1/2) the annual stipend during the initial year.

13:8 Effective SY 2021-23 the district will pay perfect attendance bonus of \$150.00 to employees for no absences or \$75 for using just one (1) personal day, not including absences for death in the immediate family, jury duty, COVID19 work exposure between the first day of school and the last day before Thanksgiving break to be paid in the first paycheck in December. Additionally, the district will pay \$150 for perfect attendance, \$100 for using no more than two (2) personal days, not including absences for death in the immediate family, jury duty, COVID19 work exposure from the Monday after Thanksgiving to the end of the school year to be paid in the last paycheck of the contract year. Employee must be present for the entire period to be eligible for the attendance bonus. After the fifth (5) day of absence of (personal/sick) the employee is not eligible for attendance bonus for the year.

13:9 FY 20-21 - A one-time payment of one hundred dollars (\$100) per/hour of hours worked as a general worker or cook/baker will be paid in the last paycheck of the contract year.

Example (6-hour worker X \$100/hour = \$600 one-time payment)

13:10

**Colonial School District
Nutrition Services Local Salary Schedule
General Worker**

Years Experience	2021-2022	2022-2023
	+ .25	+ .30
1	3.97	4.27
2	4.36	4.66
3	4.37	4.67
4	4.38	4.68
5	4.41	4.71
6	4.43	4.73
7	4.46	4.76
8	4.47	4.77
9	4.49	4.79
10	4.52	4.82
11	4.55	4.85
12	4.57	4.87
13	4.60	4.90
14	4.62	4.92
15	4.64	4.94
16	4.66	4.96

**Colonial School District
Nutrition Services Local Salary Schedule
Cook/Baker**

Years Experience	2021-2022	2022-2023
	+.25	+.30
1	4.14	4.44
2	4.54	4.84
3	4.55	4.85
4	4.56	4.86
5	4.59	4.89
6	4.61	4.91
7	4.64	4.94
8	4.66	4.96
9	4.68	4.98
10	4.70	5.00
11	4.74	5.04
12	4.76	5.06
13	4.78	5.08
14	4.80	5.10
15	4.82	5.12
16	4.84	5.14

13:11 When a manager is absent, the employee designated by the District to substitute for the manager shall be given an extra hour to complete the additional duties. The employee shall be compensated for all days worked, up to a total of five (5), at their hourly rate of pay, inclusive of the lead workers stipend. Once the acting assignment exceeds five (5) days, the employee shall be paid an additional \$2.00 an hour for the remainder of the acting assignment. There shall be no change in the employee's benefits while substituting for the manager.

13:12 Fringe Benefits

13:12.1 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. This is currently \$160 per month for full time employees. Any subsequent change in the CEA Agreement shall automatically apply to this Agreement and will be posted on the District website.
- (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.

- (d) Employees that are less than full time shall have the stipend listed in a) and c) prorated as follows:
Quarter time equals 10-9 hours weekly. Eligible for 25% of the stipend.
Half-time equals 20-19 hours weekly. Eligible for 50% of the stipend.
Full-time equals over 30 hours. Eligible for the full stipend.

Any full-time employee who selects fewer than three of the elective benefits listed above in b), who has been employed the entire work year, and who has not expended his/her stipend shall receive 50% of his/her remaining stipend in the form of salary. Once the employee has elected to take advantage of this option, that decision is binding for the entire year; any increase in benefit cost (life insurance or disability insurance) incurred during that same year as a result of an increase in salary shall be borne by the employee.

To be eligible to receive this benefit, an employee must continue to be a full-time employee at the time of payment. Payment shall be made to the employee during the next school year. Employees who retire with a service pension during the summer shall be paid their eligible amount at the time of the final salary payoff provided they have met all eligibility requirements.

ARTICLE 14 DISCRIMINATION

- 14:1 The Board and the Association agree that all practices, procedures and policies of the District shall clearly exemplify that there shall be no discrimination in the hiring, training, assignment, promotion, transfer, evaluation, or discipline of employees or in the application or administration of the Agreement on the basis of race, creed, color, religion, national origin, gender, domicile, marital status, age, or handicap.
- 14:2 The parties shall not discriminate against, interfere with, or restrain/coerce employees in the right to organize or to join or participate in lawful Association activities or to refrain from doing so.
- 14:3 The Association 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 15 EVALUATION

- 15:1 Evaluation and judging of an employee's performance shall be for, but not limited to, the following purposes:
- (a) To provide employees with feedback and support for continuous self-improvement
 - (b) To provide an atmosphere of cooperation between supervisors and employees through-out the evaluative process
 - (c) To provide information for making personnel decisions.
- 15:2 Observation and monitoring of an employee's performance is a continuous and open process as the employee performs the job expectations on a day-to-day basis.
- 15:3 Records of such observations and monitoring of the employee's work performance, which become a part of the personnel file, shall be made known to the employee prior to such inclusion. Every evaluation report shall be completed and signed by the evaluator before being given to or discussed with the employee.
- 15:4 An employee shall be given a copy of the evaluation report at least one (1) day prior to the conference held to discuss it. If the employee is dissatisfied as a result of the evaluation conference, the employee may request an additional conference prior to the evaluation being placed in the personnel file. No evaluation report shall be submitted to the central office, placed in the employee 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 by the employee and in no way indicates agreement with the contents, thereof.
- 15:5 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.
- 15:6 The observation/evaluation procedure is subject to the grievance procedure.
- 15:7 The parties mutually agree to review and make recommendations to the Superintendent for revision to the current

evaluation document.

ARTICLE 16 PERSONNEL RECORDS

- 16:1 Personnel files on each employee shall be maintained at the Personnel Office.
- 16:2 The Board agrees that it shall maintain only one (1) personnel file for each employee.
- 16:3 An employee shall have the right to review the District's personnel file on him or herself with the exception of confidential materials, at a time mutually agreeable to the employee and the Personnel officer or designee. In any event, such review shall take place within five (5) working days of the request, provided there is not an inordinate number of requests. Confidential materials shall be defined as college placement papers, references, interview records, and similar materials gathered in connection with the employee's application for a position in the District.
- 16:4 An employee may have a representative of the Association present during such review; however, the personnel file shall not be taken from the office by the employee and shall be examined in the presence of the Personnel officer or his/her designee.
- 16:5 Any document regarding an employee's performance which an employee either has not signed or been given the opportunity to sign shall not be placed in the employee's file or shall not be utilized in any proceeding.
- 16:6 The employee shall have the right to answer, in writing, any material filed, and the answer shall be attached to the file copy.
- 16:7 The District shall provide a reasonable number of individual pages of non-confidential documents filed in the personnel files at no cost to the employee.
- 16:8 Discipline material shall remain in an employee's personnel file for a minimum of 24 months. After the 24-month period, provided that the employee has no similar disciplinary material during that 24-month period, an employee may request in writing to the Director of Human Resources, that material he/she deems unfavorable contained in his/her personnel file be removed. If the request is approved, such documents and all directly related documents shall be removed. The employee shall be advised in writing of the disposition of his/her request.
- 16:9 Anyone who reviews the District file on an individual employee, other than employees of the Personnel Office, shall do so in a manner prescribed by administrative regulation.

ARTICLE 17 MISCELLANEOUS

- 17:1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, creed, color, religion, national origin, gender, domicile, marital status, age, or handicap. The association shall share equally with the District the responsibility for applying this provision of the Agreement.
- 17:2 If any provision of this Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 17:3 If any provisions or applications of this Agreement are deemed invalid by the above procedure, the Association and the Board shall meet to renegotiate the altered portion of this Agreement.
- 17:4 If an individual contract contains any language inconsistent with the Agreement, this Agreement during its duration shall be controlling over the inconsistent language.
- 17:5 If during the life of this Agreement any administrative rule or regulation or Board policy shall be inconsistent with the provisions of this Agreement, this Agreement during its life shall be controlling over the inconsistent language in such administrative rules and regulations or Board policy.
- 17:6 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 agreements shall be affected only by an instrument in writing duly executed by both parties and appropriate ratification and approval of the parties.
- 17:7 Notices under this Agreement shall be given by either party registered letter as follows:

To the Board at: 318 East Basin Road
New Castle, DE 19720

To the Association at: 4135 Ogletown-Stanton Road
Suit 101
Newark, DE 19701

ARTICLE 18 DURATION OF AGREEMENT

- 18:1 This Agreement shall be in effect as of September 1, 2020, and shall continue in effect until August 31, 2023, subject to the Association's right to bargain a successor Agreement.
- 18:2 This Agreement shall be binding on the parties, their successors, and assigns for the duration of fee Agreement in accordance with Chapter 13, Title 19 of the Delaware Code unless specifically prohibited by law. Bargaining over a successor agreement shall begin at a mutually agreeable time between the parties with a target date of starting no later than March 1st of the school year in which this Agreement expires.
- 18:3 This Agreement shall be a living document. Both parties may meet mutually to discuss desired changes. Such changes, when agreed upon, shall become Memoranda of Agreement. All such agreements, when properly signed, shall be distributed to all administrators and the leadership of the association. Each year, by September 1, the contract shall be published on the district website.

The parties also agree that a committee with representation from the Colonial Nutrition Service Association and the Colonial School District shall have the primary authority and responsibility to edit this document for purposes of clarifying language during the duration of the agreement.

All other aspects of the current agreement and current memoranda of Agreement shall remain in effect through August 31, 2023, or until a successor document is negotiated, unless modified by the parties..

In witness whereof, the parties hereto have caused this agreement to be signed by their respective representatives on this 15th day of June, 2021.

Colonial School District

By: 

President, Board of Education

Colonial Nutrition Services Association,
DSEA/NEA

By: *Susan Jones*

President, CFSWA

By: 

Superintendent of School

By: *Shannon Huhn*

Vice President, CFSWA

6/15/2021
Date

06/17/2021
Date

APPENDIX A

COLONIAL SCHOOL DISTRICT
New Castle, Delaware

REQUEST FOR TRANSFER

NAME: _____ EMPLOYEE ID: _____

PRESENT WORK LOCATION: _____

NUMBER OF HOURS SCHEDULED: _____

PRESENT CLASSIFICATION (CIRCLE ONE) -

General Worker

Cook/Baker

Cook

Baker

HOME TELEPHONE NUMBER: _____

SPECIFIC SCHOOL: _____

SIGNATURE: _____

DATE: _____

REF: Article 8

Positions filled relative to Article 9 shall be from a standing request for transfers on file in the Nutritional Services Office. Requests for transfers must be filed between May 1st- May 31st and shall be in effect from June 1st through May 31st of the upcoming year. Employees who file a request for transfers may not decline to accept a transfer that opens. This form **MUST** be used to make all transfer requests.

APPENDIX B

COLONIAL SCHOOL DISTRICT
New Castle, Delaware

REQUEST FOR TRANSFER

NAME: _____ EMPLOYEE ID: _____

PRESENT WORK LOCATION: _____

NUMBER OF HOURS SCHEDULED: _____

PRESENT CLASSIFICATION (CIRCLE ONE) -

General Worker

Cook/Baker

Cook

Baker

IS TRAINED TO CASHIER: Yes No

HOME TELEPHONE NUMBER: _____

SPECIFIC SCHOOL: _____

SIGNATURE: _____

DATE: _____

REF: Article 8

*Increasing the number of hours by one or more hours relative to Article 9:1.2 during the summer months shall be from a standing request for additional time on file in the Nutrition Services Office. Additional time shall be awarded relative to Article 9:1.5. Requests for additional time must be filed by the last workday of the school year. **This form MUST be used to make all additional time requests.***

APPENDIX C
BINDING ARBITRATION

Section 4013 of Title 14 of the Delaware Code

§ 4013 Collective bargaining agreements.

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

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

(c) *For those terms and conditions that are negotiated pursuant to state law, the public school employer and the exclusive bargaining representative shall negotiate written grievance procedures ending in binding arbitration by means of which bargaining unit employees, through their collective bargaining representatives, may appeal the interpretation or application of any term or terms of an existing collective bargaining agreement. The written grievance procedures shall be included in any agreement entered into between the public school employer and the exclusive bargaining representative, and shall include:*

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

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

a. *Dismissal or nonrenewal of employees covered by Chapter 14 of this title;*

b. *Dismissal or nonrenewal of employees not covered by Chapter 14 of this title, unless the controlling collective bargaining agreement provides that such matters are subject to binding arbitration;*

c. *Delaware law;*

d. *Rules and regulations of the Delaware Department of Education or State Board of Education;*

e. *The content of or conclusions reached in employee observations and evaluations unless the controlling collective bargaining agreement for employees not covered by Chapter 14 of this title provides that such matters are subject to binding arbitration;*

f. *Federal law;*

g. *Rules and regulations of the United States Department of Education;*

h. *Policies of the local school board; and*

i. *Matters beyond the scope of the public school employer's authority;*

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

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

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

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

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

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

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

(f) *Public school employers shall file with the Board a copy of any agreements that have been negotiated with public school employee representatives following the consummation of negotiations. The Board shall maintain a current file of all such agreements.*