

**COLONIAL  
SCHOOL DISTRICT  
COLLABORATIVE AGREEMENT**

**Between the  
Colonial School District**

**Board of Education**

**and**

**Colonial Transportation Association**

**DSEA/NEA**

**September 1, 2020 through August 31, 2023**

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**COLLABORATIVE AGREEMENT  
BETWEEN  
COLONIAL TRANSPORTATION ASSOCIATION/COLONIAL SCHOOL DISTRICT**

**PREAMBLE**

This Agreement is made by and between the Colonial Transportation Association, hereinafter called "the Association" and the Colonial School District, hereinafter called "the District."

It is the intent of the parties to collaboratively work toward the betterment of all students and to promote harmony among the employees and managers through mutual understandings; to cooperate fully in implementation of this Agreement for the mutual purpose of assuring safe, efficient, and uninterrupted transportation for students of the Colonial School District; and to provide for safe and mutually satisfactory working conditions for the employees represented by the Association. It is hereby agreed as follows:

**ARTICLE 1  
RECOGNITION**

- 1:1 The District recognizes the Association as the exclusive collective bargaining representative of all permanently employed bus drivers and bus aides, as certified by the Delaware Department of Labor under provisions of Title 19 of the Delaware Code and presently administered by the Public Employment Relations Board (PERB) in those employment matters allowable under Title 14 of the Delaware Code.
- 1:2 Definitions
- 1:2.1 The "Association" as used in this Agreement shall mean the Colonial Transportation Association, an affiliate of DSEA/NEA, which represents the school bus drivers and bus aides employed by the Colonial School District.
- 1:2.2 The "District" as used in this Agreement shall mean the Colonial School District and/or its designees or representatives.
- 1:2.3 "Days" as used in this Agreement, unless specifically indicated otherwise, shall mean employee workdays exclusive of weekends, and holidays, After the close of the regular school year through the start of the next school year, days shall be defined as calendar days exclusive of weekends, State, and Federal holidays.
- 1:2.4 "Employee" as used in this Agreement shall mean any person employed in a position within the bargaining unit represented by the Association. A "probationary" employee is an employee who has been employed for 60 days or less, who has not yet been approved by the board as a permanent employee. The probationary period may be extended by thirty (30) calendar days. It is agreed that a probationary employee may not be considered a member of the bargaining unit.
- 1:2.5 "Board" as used in this Agreement shall mean the Colonial School District Board of Education and/or its designees or representatives.
- 1:2.6 "Supervisor" as used in this Agreement shall mean the individual serving in the position of Supervisor of Transportation.
- 1:2.7 "Extra work" as used in this Agreement shall mean the filling of runs due to absences and last minute requisitions.
- 1:2.8 "Seniority" as used in this Agreement shall mean the length of continuous service, starting with the most recent date of hire, as a permanent employee in the Colonial School District or in the former New Castle County School District Area IV, or its component parts. If a tie exists based on this definition, then the following tiebreakers shall apply:
- a. Time spent driving or serving as a bus aide shall include time spent as a probationary employee and/or a

substitute for the Colonial School District.

- b. If (a) does not break the tie, a lottery mutually agreed upon by the District and Association shall be used to determine seniority. The Association President or his or her designee shall be present during all lotteries to determine seniority for all new hires.
- c. This tiebreaker, once established by this procedure, shall apply to all aspects of seniority of this Agreement.

1:2.9 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.

## **ARTICLE 2 NEGOTIATION OF AGREEMENTS**

2:1 This Agreement shall be for a period of three (3) years from the effective date. Collaborative discussions may be held at anytime by mutual agreement of the parties.

2:2 Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

2:3 The parties mutually pledge that their representatives shall have all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations, subject to final approval by the governing boards of the parties involved.

2:4 This Agreement constitutes a living document. By mutual agreement, the parties may meet from time to time to discuss changes. Such changes shall be incorporated through a written Memorandum of Agreement.

2:5 The parties agree to enter into negotiations over a successor Agreement pursuant to and consistent with Delaware Code. Such negotiations shall begin at a mutually agreeable time between the parties with a target date of starting in the spring of the school year in which this Agreement expires.

2:6 Any Agreement so negotiated shall be reduced in writing, be submitted for ratification by the Association and approval by the Board, and be signed by the President of the Association, a member of the Association's Executive Board, the President of the Board, and the Executive Secretary of the Board.

## **ARTICLE 3 COLLABORATIVE PROBLEM SOLVING/GRIEVANCE PROCEDURES**

3:1 Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

3:2 Definitions

3:2.1 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 or a group of employees.

3:2.2 "Grievant" as used in this Agreement shall mean the person or persons or the Association making the claim.

3:2.3 "Days" as used in this Agreement shall be defined according to Article 1:2.3 except that, after the close of the regular school year through the start of the next school year, days shall be defined as calendar days exclusive of weekends, State, and Federal holidays.

3:3 Informal Stage

3:3.1 The first attempt to resolve a grievance shall be through informal discussion with the Transportation Supervisor or his/her designee within ten (10) days from the time the employee is aware of the problem. At the conclusion of this discussion, the Supervisor may respond immediately to the grievant or may delay response for a fixed time not to exceed five (5) days.

3:4 Formal Grievance Resolution

**LEVEL ONE**

3:4.1 If the grievant is not satisfied with the results of the discussion, the grievant may appeal the matter by reducing the grievance to written form which shall be available through the Association. The written grievance must be filed with the Supervisor of Transportation within five (5) days of the response rendered at the Informal Stage.

3:4.2 The Supervisor of Transportation shall respond in writing to the grievant with a copy to the Association within ten (10) days after receipt of the written grievance. The Supervisor of Transportation shall hold a conference to discuss the grievance in its written form, within the ten (10) day period, unless mutually extended.

**LEVEL TWO**

3:4.3 If the grievant is not satisfied with the Supervisor's response at Level One, the grievant may, no later than five (5) days after receipt of the Supervisor's decision, appeal the matter to the Superintendent or his/her designee. The appeal shall set forth the basis for the grievant's continued dissatisfaction.

3:4.4 The Superintendent or designee shall respond in writing to the grievant with a copy to the Association within ten (10) days after receipt of the written grievance. The Superintendent or designee shall hold a conference to discuss the grievance in its written form, unless the parties mutually agree that such conference is unnecessary; however, both conference and response are still required within the ten (10) day period, unless mutually extended.

**LEVEL THREE**

The decision of the Superintendent or designee shall finally determine the matter unless, the Association, within fifteen (15) days after receipt of the Superintendent's decision, notifies the Superintendent 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 a mutually agreed upon mediation service. The rules and procedures of the mediation 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.

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.

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 through the Philadelphia Office of the American Arbitration Association in accordance with the rules of Voluntary Labor Arbitration.

Section 4013(c) of Title 14 of the Delaware Code shall control the arbitration proceeding. This language can be found here: <http://delcode.delaware.gov/title14/c040/index.shtml>. The parties agree that termination of non-probationary employees is subject to binding arbitration.

The Arbitrator's decision shall not amend, modify, nullify, add to or subtract from the provisions of this Agreement, and must be based solely and only upon the meaning or application of this Agreement as

clarified in Section 3:5.13.

In the *event* that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the question of arbitrability shall rest solely with the Arbitrator selected in accordance with the provisions of Section 3:4.8 of this Article. The Arbitrator shall not determine that grievances excluded from arbitration pursuant to Section 3:5.13 are arbitrable.

The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel, living expenses, the cost of the hearing room, cost of witnesses, including cost of substitutes, shall be borne equally by the parties.

#### Procedures

A grievant may be represented at any or all stages of the grievance procedure by herself/himself or at her/his option by a representative. In no case shall an employee be represented by an employee organization other than the Association. When an employee is not represented by the Association, the Association shall be notified and have the right to be present and to state its views at all stages of the grievance procedure. The employee's choice to be represented or not to be represented at one level does not prohibit a different choice at a subsequent level.

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 or if

the employee is physically incapacitated.

Forms for filing grievances shall be prepared jointly by the District and the Association and given appropriate distribution by the Association.

No reprisals of any kind shall be taken by the Board 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 of such participation.

Where grievance proceedings are mutually scheduled by the parties during school time, the designated persons to be present shall suffer no loss of pay. In the event of a disagreement whether a person is to be present at the grievance, such disagreement shall be subject to resolution through the grievance procedure. Meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives referred to in this article.

The Association agrees that when a grievance requires either multiple witnesses or grievants, the Association shall cooperate in arranging for the scheduling of such witnesses in such a manner as to avoid repetitive testimony and to minimize disruption and expense to the Board. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. However, all documents, communications, and records normally kept in the employee's personnel file shall be retained in the personnel file.

Hearings at any level of this procedure may be waived by mutual agreement of the parties. Time limits may be extended by mutual agreement. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process.

If, in the judgment of the Association, a grievance affects a group or class of employees, the processing of such grievance shall be commenced at the informal stage. Level One timelines will not commence until an informal meeting has been held.

All individuals in the group or class affected by the grievance filed by an individual or the Association shall be bound to the resolution that is accepted by the Association.

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 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.

It is understood that employees shall, during the pendency of any grievance, and absent any Court Order or declaration to the contrary, 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.

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 Two of the grievance procedure and shall not be subject to arbitration.

#### **ARTICLE 4**

#### **EMPLOYEE RIGHTS**

The Board of Education or its designated representatives shall not discriminate against, interfere with, restrain nor coerce employees in the right to organize, to join or participate in Association activities.

It is agreed that the District, otherwise acting in accordance with this Agreement, has the right and the obligation to conduct investigations as necessary for the safe, efficient, and proper operation of the District. However, when an employee reasonably believes that a requested interview or conference is of a nature that could result in disciplinary action, the employee has the right to request delay in order to obtain Association

representation.

If an employee is required to appear before the Board or designee, for the purpose of confronting the employee with allegations of wrong doing, and the results of that meeting could adversely affect the employee's continued employment, salary, or any increments, the employee shall be given prior written notice and specific reasons for such meeting or interview at least (2) working days, in advance. Any topic not included in the letter shall not be discussed during the meeting.

The forty-eight (48) hour's written notice prescribed above shall not be deemed applicable in those situations where there is reason to believe that such notice shall result in the destruction of or non-availability of necessary evidence and witnesses.

An employee required to appear before the Board or at an interview referred to above shall be entitled to have a representative of the employee's choice present to advise and represent the employee during such meeting or interview,

In all cases where representation is permitted in this Article, the employee must request representation or such right shall be considered to have been waived. Representation may be requested at any point during the meeting. If the employee requests representation, the District shall postpone the meeting for a reasonable period of time in order for the employee to secure representation.

4:2.5 Employees who have received a forty-eight (48) hour written notice during the current school year shall have the forty-eight-hour meeting before the beginning of the following school year. 4:3 A suspension of an employee related to the employee's performance shall be in accordance with Board Policy described in Appendix B of this Agreement. Any suspension of an employee pending disposition of charges shall be with full pay and benefits.

4:4 No employee shall be discharged, disciplined, reprimanded, or reduced in pay, except for just cause.

4:4.1 Each employee shall be afforded the right to privacy whenever it is necessary to impose discipline or to issue a reprimand. No employee shall be disciplined or reprimanded in the presence of students, parents, or other district employees. Discussions that may lead to possible discipline should not be held in the presence of students, parents, or district employees not directly involved. This does not apply to the use of a third party as a witness to discussions held in private.

4:5 The parties agree that the personal life of employees is of no concern to the District. However, any negative job performance resulting from a personal life situation is of appropriate concern to the District.

## ARTICLE 5

### PROTECTION OF EMPLOYEES AND PROPERTY

5:1 The District and the Association agree that effective means for the protection of employees and property are essential to the smooth functioning of the District. Employees shall report in writing except in cases of an emergency all unsafe or hazardous conditions to the Transportation Supervisor who shall, as quickly as possible after investigation and evaluation, take appropriate action to remedy the condition. The Transportation Supervisor shall provide in writing to the reporting employee the action taken.

5:2 The District shall take reasonable precaution to provide protection for an employee's vehicle while parked on District property.

5:3 The District agrees to hold employees harmless to at least the levels set forth in the Liability Coverage Plan as adopted by the Board.

5:4 Mechanical malfunctions not corrected within a reasonable time shall be reported to the

Supervisor of Transportation. Mechanical malfunctions must be reported on the designated District form. Employees shall be given reasons for the delay of repairs.

5:5 In emergency situations and to the extent allowable by Law, each driver may, within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening immediate physical injury to himself/herself and others or the destruction of property.

5:6 Any complaints about an employee from parents, students and other employees shall be investigated and brought to the attention of the employee as soon as possible (Does not require forty-eight (48) hour notice). Any complaint not brought to the attention of the employee shall not be used later in any action against the employee or in the employee's evaluation.

## **ARTICLE 6 RIGHTS OF THE PARTIES**

6:1 The District agrees to make available to the Association, upon reasonable request, all information, reports, and budgets which are available to the public and shall, upon reasonable written request, make available to the Association other statistics, information and records. This information shall be handled in a manner to respect the privacy rights of district employees.

6:2 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 Board policy.

6:3 The Association may use the school office and District intra-building mail system and bulletin board 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. A copy of materials distributed or posted shall be given to the Supervisor of Transportation at the time of posting or distribution. This shall not apply to ads, newspaper clippings, etc.

6:4 The Association shall have the right to use bus yard facilities and equipment including duplicating equipment, technology ie. email, fax, and all types of audiovisual equipment 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 as a result thereof. Prior approval shall be obtained from the Supervisor of Transportation or designee.

6:5 A copy of current Board policy and Board minutes and agendas shall be made available online to the President of the Association as soon as they are available to the public. The Association shall provide to the Board copies of its by-laws and a current roster of its elected and appointed officials.

6:6 The Association representative shall have the right to speak to employees during regular scheduled transportation meetings at an appropriate time as mutually established with the Supervisor of Transportation.

6:7 Accredited representatives of the State and National Association shall be permitted to transact official Association business on school property at reasonable times and such transactions do not interfere with or disrupt employee performance and responsibility. Representatives must make their presence known to the office staff.

6:8 Whenever, by mutual agreement of the parties, any representatives of the Association participate during working hours in negotiations, they shall suffer no loss in pay nor shall they be required to make up the time lost.

6:9 The Association may submit for consideration through appropriate channels such items that would be of interest or would be helpful in the preparation of the District calendar and the District



budget.

6:10 Except as otherwise limited by this Agreement, the Colonial School Board hereby retains and reserves unto itself 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:

- (1) To exercise executive management and administrative control of the school system including transportation, its properties and facilities, and to direct the work activities of its employees, or to establish Board policy;
- (2) To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions of their continued employment or, for cause, their dismissal or demotion, except for probationary employees; and to promote, place, transfer, and assign all such employees; *and*
- (3) To exercise the foregoing powers, rights, authority, duties, and responsibilities of the Board in the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by terms of this Agreement and to the extent such are in conformance with laws of the State of Delaware and the United States.

6:11 Except as otherwise limited by this Agreement, 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.

6:12 In an emergency that creates a clear and present danger to the health, safety *or* welfare of the students and staff of the District, the Board or chief school officer may take appropriate action.

6:13 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 Transportation. The primary focus of such days shall be items of concern to the local Association.

6:14 The Association and the District share the mission of providing, in a professional manner, the timely and safe transportation of students in the Colonial School District. Employees must be in attendance, on time and drive/act in a safe and legal manner. When an employee does not act professionally, fair disciplinary action is appropriate. Disciplinary action will not occur without consultation with the employee as outlined in Article 4 of this Agreement.

6:14.1 In this light, the Association and the District agree on the concept of progressive discipline. Steps in progressive discipline range from a verbal warning, written reprimand, suspension(s), to termination. Both parties recognize that each situation is different and discipline should be determined after taking into consideration the past record of the employee and all the facts relating to each case.

6:15 Employees who have been charged with a felony may be place on unpaid administrative leave pending the disposition of the charges and will receive full restitution if acquitted or charges are dropped.

## **ARTICLE 7 EMPLOYEE WORK RIGHTS**

7.1 Posting and Assigning of Runs

7:1.1 All employees who are assigned to a run as of the effective date of this Agreement shall continue to be assigned to the same run until such time as they shall vacate the run or until operational needs such as student demographics, road systems, etc., necessitate some alteration. Employees shall be informed of the changes ahead of time, with due *regard* for privacy, before the changes occur.

7:1.2 By October 15<sup>th</sup>, of each school year, unless otherwise agreed upon by both parties, the

- District shall establish the hours of each run. If it is necessary to adjust a run following its established hours, the Supervisor of Transportation shall confer with the employees affected.
- 7:1.3. Summer runs shall be posted per instructions listed in 7:2 and 7:2.1. Available runs shall be posted as early as possible and a posting meeting shall be held before the last day of the school year. If students have not been identified by the last day of the school year, the posting meeting date will be announced before the last day and will be as soon as possible after the last day of the school year.
- 7:2 New runs, runs vacated by resignation, termination, or retirement, runs vacated by non-medical leaves lasting over thirty (30) days, and runs vacated by medical leaves. These positions shall be posted twice (2) annually, during the last two (2) weeks of October and the last two (2) weeks of March. Runs for an employee with documented intent date to retire/resign before the next bid may be included in the current bid process. An employee that bids and is granted a retiree/resignee's run will relinquish their current run (*that will then be posted in the next round of the current bid*) and will work as a substitute at their current annualized rate until the retiree/resignee departure date at which time they will assume the new run and new annualized hours.
- Notice of available runs shall be posted at least seven (7) days prior to the posting meetings. Postings shall include a detailed description of the run, the number of hours the run entails, the bus number, and other such information as is necessary for employees to make an informed decision. Employees shall not be annualized for more than forty (40) hours per week in accordance with Federal and State Law.
- 7:2.1 On the day designated in October and March for the posting process, all employees interested in changing their assignments shall attend a meeting where all available runs shall be awarded. These runs shall be awarded on the basis of seniority. After school and activity runs shall not conflict with regular a.m. and p.m. runs. The process shall continue for as many rounds as needed to fill all vacant positions. Physical attendance at the meeting is required in order to participate, including any employee(s) that are on approved leave (*with proper documentation permitting their attendance*). Anyone on approved leave may be able to bid on a run provided they have approved documentation which indicates that they will be able to return to work to assume new run when the transfer of runs officially begin.
- 7:2.2 In the event of time conflicts arising out of early dismissal, an employee shall not lose annualized pay.
- 7:2.2.1 It is understood that only one (1) midday run shall be assigned to an employee. Employees assigned to midday runs shall be given a list of students' names corresponding to pick-up/drop points. Should an employee lose his/her midday Run as a result of the consolidation *or* deletion of a run, the employee shall be permitted to fill the midday run held by the employee with the least amount of seniority. If more than one (1) midday run is deleted, the employees losing their runs shall choose, in order of seniority, from those runs to be vacated by the least senior employees.
- 7:2.3 The awarding of runs that impact benefits must be formally approved by the Colonial Board of Education at their next regularly scheduled meeting following the posting meeting. For employees awarded the vacant positions, transition to the new run shall be implemented as soon as possible, but no longer than three weeks after the awarding of the position. Compensation will be calculated from the first day on the new run.
- 7:2.4 Any runs left vacant after a posting meeting shall be assigned to new hires and not reposted. Any positions that are created or become vacant during the time between posting periods shall be filled as temporary assignments and shall be available during the next scheduled posting period.

- 7.3 Field Trips
- 7:3.1 All field trips shall be assigned to drivers according to seniority from two (2) rotating lists: Weekdays (*Monday through Friday*) and Weekends (*Saturday & Sunday*). Bus aides will sign up on one (1) separate rotating list. Employees shall sign up on one or both of the rotating lists which shall be arranged in seniority order. An employee sign up will be available through the dispatcher(s) at the beginning of the beginning of school year safety meeting through 5:00pm of the first student day of the new school year. After this time, any new staff member or existing staff member that did not sign up in the agreed upon timeframe, will have their name added to the bottom of the list(s) and will not be ranked according to seniority.
- 7:3.1.1 Permanent unassigned employees are eligible to sign up for weekend trips.
- 7:3.1.2 The field trip logs will be posted at the beginning of each work week in the employee lounge on the staff bulletin board.
- 7:3.1.3 If a field trip is canceled, employees affected will be returned to the regularly scheduled rotation and NO “make-up” field trip will be provided in replacement. When the number of buses needed for a field trip is reduced, drivers and/or aides will be dropped according to seniority and returned to the regularly scheduled rotation.
- 7:3.2 Summer field trips shall first be offered to employees assigned to work summer runs on the basis of seniority. Summer trips include all trips from the last day of a school year to the beginning of a new school year. If all summer employees decline a trip, other drivers will be offered the trip based on seniority.
- 7:3.3 The District shall have the right of first refusal for all after hours and athletic runs scheduled in the evening, on weekends, and on days when students are not in school (i.e. holiday periods).
- 7:3.4 The District shall provide personnel to cover the yard at times necessary for departure and return to accommodate runs extending beyond normal working hours.
- 7:3.5 Nothing in this provision shall obligate the District to acquire through any manner any equipment other than existing equipment to meet its AM, PM, and midday runs being served by District busses at any given time.
- 7:3.6 On all school field trips requiring a special needs bus, bus aides will be assigned from a rotating list. A bus aide will be required on any field trip that requires wheelchair assistance, with the exception of Community Trips.
- 7:4 Whenever possible, the District shall provide a substitute on any run where the regularly scheduled bus aide-is absent.
- 7:5 Employees shall sign up on the daily extra worksheet before 5:00 p.m. on the previous workday. All extra work shall be offered first to permanent employees on the basis of seniority who are not already annualized at forty (40) hours or who would not be over forty (40) hours that week (not including field trips). Employees qualified to perform the extra time hours will be offered hours on a rotational basis by seniority. Extra time hours will be rotated daily unless an extra time position is open for longer than five (5) days; all open extra time needing to be covered for longer than five (5) days will be offered at the start of each new week, following the normal extra time process as described above. After an employee accepts or declines extra time, that employee will go back into the rotation after the list has been exhausted. If no other employees are available, then the extra work shall be assigned by seniority to those permanent employees who would be over forty (40) hours that week. Permanent unassigned employees do not sign up as they are already required to be on call to cover runs throughout the day based on need. Assignment of daily extra

work must be posted daily in the lounge for a period of 24 hours. Employees shall be paid one (1) hour for canceled scheduled activities added to their workday and two (2) hours for canceled activities if the employee has not be notified of the cancellation prior to reporting to the place of work.

- 7.6 When an emergency exists necessitating deployment of employees in a substitute situation, and time does not permit the assignment of a substitute in accordance with other provisions of this Article, employees shall be assigned on a voluntary basis and according to operational needs for prompt relief of the situation. In case of no volunteers, an employee shall be involuntarily assigned as emergency relief.
- 7.7 Any employee who accepts a run on a voluntary basis or who is involuntarily assigned in a substitute situation must complete the run, unless relieved by authority of the Supervisor of Transportation.
- 7.8 Employees shall receive a listing of students' names and pick-up locations prior to the first day of school. The parties understand that such lists may not include late registrations.

## **ARTICLE 8**

### **ASSIGNMENT OF YARD WORK**

- 8.1 Yard work is additional work deemed necessary to the operation of the yard and equipment and is authorized by the Supervisor of Transportation. Yard work shall be assigned to those volunteers who sign up for such work.
- 8.2 Yard work assignments shall be made on the basis of rotational seniority and availability. The Supervisor of Transportation shall make every effort to contact in seniority order, all volunteers to determine availability.
- 8.3 It is understood that more than one (1) employee may be called for yard work concurrently. If no one on the list of volunteers is available, yard work shall be assigned to other available employees of the Transportation Department.

## **ARTICLE 9**

### **HOURS OF WORK/WORK YEAR**

- 9.1 Employees shall have a work year equal to the number of days for students plus up to two (2) additional days for professional development at a maximum of 12 hours of professional development as determined by the district calendar. These professional development days can be contingent upon the availability of state and local funds. If the work year is extended by the State, the salary scale shall be increased proportionately and a new scale issued. If the said number of pupil days is reduced as a result of an emergency declared by the Governor due to weather or other unforeseen circumstances during the life of the Agreement, the determination regarding payment of wages on such days shall be in accordance with State Laws and Regulations.
- 9.2 Employees shall be paid according to their regular pay rate for those in-service activities that they are required to attend.
- 9.3 The transportation administration will work with Data Service Center to develop a method for transportation employees to report their own time electronically through a DSC application. This system shall be in place as soon as possible during the 2021-2022 School year. Any denial of extra reported time will be communicated electronically back to the individual employee. An employee may request to confer with the supervisor or his/her designee if denied extra reported time. The conference shall be for the purpose of hearing justification for a change in hours made by the employee, if justification is approved, the employee shall suffer no loss of remuneration by any delay.
- 9.4 Employees shall submit their reported time and reported mileage no later than Saturday of each week.

9:5 It is understood that from time to time employees may be required to work beyond their normal work schedule. When employees are required to do so, they shall be compensated for the time beyond their normal work schedule.

**ARTICLE 10  
LEAVES OF ABSENCE**

10:1 Leaves of absence, including sick leave, and leaves for other reasons shall be granted in accordance with federal and state law. The relevant State code can be found here:

<http://delcode.delaware.gov/title14/c013/index.shtm>

10:2 Sick Leave

10:2:1 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.

10:2:2 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 30<sup>th</sup> of each year.

10:2:3 Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each year:

10:2:4 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 he/she 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.

10:3 Jury Duty

10:3.1 An employee shall receive regular pay including annualized *and* assigned reported time 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.

**ARTICLE 11  
EMPLOYEE FACILITIES**

11:1 The District shall continue to provide an employee lounge area convenient for all employees. A telephone shall be accessible for employee use.

11:2 The District shall provide restrooms for employees.

11:3 The District shall provide for regularly cleaning of the lounge and the restrooms.

11:4 The employees shall have the right to install vending machines in the lounge.

**ARTICLE 12  
EMPLOYEE REDUCTION**

12:1 In the event that operations and conditions necessitate a reduction in employees, employees shall be laid off according to seniority within their job classification, beginning with the least

senior employee.

12:2 Employees shall be recalled to available positions by inverse seniority, beginning with the most senior employee.

12:3 For purposes of this article, seniority shall be defined in Article 1:2.8

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. The person who accepts recall shall report to work on the date indicated by the administration or at a later date if mutually agreeable.

12:6 A person who refuses a permanent position may remain on the recall list for two (2) years.

12:7 A person on the recall list who is offered and accepts recall to a temporary position within the District shall not forfeit his/her right to a permanent position when one becomes available

12:8 A person who declines a temporary position shall not be removed from the recall list.

12:9 Persons who are eligible for recall must keep the Personnel and Transportation Offices informed in writing of any changes in their address and/or phone number.

12:10 Time lost by an employee laid off under provisions of these procedures who is subsequently recalled shall not be considered to interrupt continuous service, but such time shall not be counted toward seniority. Adjustments of seniority shall be calculated on the same basis as the State determines credit for sick leave.

### **ARTICLE 13 PERSONNEL RECORDS**

13:1 Each employee shall have the right, upon request, to review the contents of his/her personnel file and to receive up to ten (10) copies at Board expense of any documents. Each employee shall be entitled to have representative(s) of the Association accompany him/her during such review. 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 disciplinary material he/she deems unfavorable contained in his/her personnel file be removed. If the request is approved, such disciplinary documents and all directly related documents shall be removed. The employee shall be advised in writing of the disposition of his/her request. Disputes over the retention of said documents may be processed through the grievance procedure, commencing at Level Two.

13:2 No material derogatory to an employee's conduct and service shall be placed in his/her personnel file, unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

13:3 The Board agrees that it shall not establish any separate file which is not available for employee's inspection.

13:4 The personnel file shall not be taken from the office by the employee and shall be examined in the presence of the Director of Human Resources or his/her designee.

**ARTICLE 14**  
**DUES DEDUCTION**

- 14:1 The Board agrees to provide payroll deductions of membership dues for the Colonial Transportation Association, the Delaware State Education Association, and the National Education Association and to transmit promptly these moneys to the Delaware State Education Association according to established procedures of the Delaware State Education Association, the Delaware State Treasurer, and the Laws of the State of Delaware.
- 14:2 All employees in the collective bargaining unit for more than thirty (30) days who are not, who do not become, or do not remain members of the Association shall, during any such period of non-member ship, pay to the Association a fair share service fee as a condition of employment.
- 14:3 The District agrees to deduct the membership dues or service fee from the earned wages of each employee covered by this Agreement. Such deduction shall be made after the employee executes the appropriate written form. On or before the first of each month, the Association shall deliver to the District additional executed authorization forms under which membership dues or service fee deductions shall be made from the payroll. Such deductions for dues or service fees are to be transmitted each month by the District, with a list of those from whom such deductions have been made, to the Delaware State Education Association not later than the tenth (10th) of the following month. The Association shall notify the District thirty (30) days prior to any change in dues or fees. The District agrees to expedite the processing of dues or agency fees within a reasonable period of time.
- 14:4 Service fees for this article shall be determined by the Association.
- 14:5 The Board also agrees to provide payroll deduction for, but not limited to:
- State Life Insurance U.S. Savings  
Bonds Credit Union  
Individual Retirement Accounts
- 14:6 The Association shall indemnify and hold the District harmless against any and all claims, demands, suits, and other forms of liability that shall arise out of or by reason of any action taken or not taken by the District for the purpose of complying with any of the provisions of this article.

**ARTICLE 15**  
**MISCELLANEOUS**

- 15:1 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 of administration of this Agreement on the basis of race, creed, color, religion, national origin, gender, domicile, disability, marital status, or age.
- 15:2 If any provision of this Agreement or any application of this Agreement to any employee or groups of employees are 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.
- 15:3 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.
- 15:4 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 shall be controlling over the

- inconsistent language in such administrative rules and regulations or Board policy.
- 15:5 The parties agree that all provisions of this Agreement shall be applied equally and without discrimination to all employees.
- 15:6 Notices under this Agreement shall be given by either party by registered letter as follows:
- |                        |   |
|------------------------|---|
| To the Board at:       | 318 East Basin Road<br>New Castle, DE 19720                 |
| To the Association at: | 4135 Ogletown-Stanton Road<br>Suite 101<br>Newark, DE 19713 |
- 15:7 It is agreed by the parties that there shall be up to five (5) six-hour run positions (permanently unassigned) and the district shall work in collaboration with the association to review and possibly modify the job description for this position within sixty (60) days of the execution of each new contract.
- 15:8 It is agreed by the parties that a committee work group will be established with representatives from the Transportation Union, Transportation Administration, and District Administration that will meet three times per year to discuss student behavior/discipline and their impact on school bus safety.
- 15:9 In consideration of the District's transition to a three-tiered student transportation system, it is agreed that the parties will meet to discuss the impact of the change on the current working conditions and the collaborative agreement.
- 15:10 It is agreed by the parties that a committee work group will be established with representatives from the Transportation Union and Transportation Administration to research, discuss, and develop language related to a safe driver and safe bus aide bonus system during the 2021-2022 School Year. The parties agreed the language used in the BSD transportation contract could be used as guidance for drivers but the development of bus aide guidelines would need more consideration.

## ARTICLE 16

### COMPENSATION AND FRINGE BENEFITS

- 16:1 Employees shall be annualized for no less than four (4) hours per day.
- 16:2 Drivers who are regularly scheduled for after-hours activity, detention, or athletic runs that operate at least four (4) days per week for the full school year shall have those runs included as part of their regular annualized pay.
- 16:2.1 Mid-day runs that qualify shall be included as part of regular annualized pay.
- 16:3 Employees shall be offered their individual choice of one (1) of two (2) salary schedules:
- |                             |                                |
|-----------------------------|--------------------------------|
| <i>Salary with benefits</i> | <i>Salary without benefits</i> |
|-----------------------------|--------------------------------|
- Each employee shall select a salary scale one (1) time per year at a time designated by the District. The scale selected shall remain in effect until the employee initiates a change at the next annual opportunity specified by the District or upon the death of a spouse who carried benefits covering the employee or other life altering event approved by the District. The parties agree to allow an exception to this change rule on an individual basis.



The District offers the following benefits:

*Life Insurance, Eye Care, Dental Care*

The stipend for all full time benefit eligible employees for the above local benefits for the duration of this agreement shall be \$142.50 monthly, or \$1,710 annually.

For the duration of this agreement, all benefit eligible employees shall 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, which is defined as 30 hours/week and above. Any subsequent change in the CEA Agreement shall automatically apply to this Agreement and will be posted on the District website.

Employees working between 1 and 29 hours are considered half-time and are eligible for 50% of the negotiated stipends.

Compensation for Trips

The District shall establish a set rate for all in-county field trips. The District shall promote the use of Colonial Transportation buses and employees for field trips by meeting with School District principals and contacting teachers and PTA presidents regarding the new set rate for field trips.

The rate of compensation for transportation employees assigned to trips during normal operating hours shall be at their regular hourly rate. The rate of compensation for transportation employees assigned to trips returning after normal operating hours, weekend, and holiday runs shall be their regular hourly rate for driving time (minimum one (1) hour each way) and prevailing hourly wage layover time. The approved scale for layover time is as follows:

\$10.00 per hour FY 2020-2023

Colonial School District  
 Transportation Salaries  
 FY 2021

Drivers

Step/Type	Full Benefits	No Benefits
1	17.93	19.41
2	18.11	19.56
3	18.27	19.76
4	18.47	19.94
5	18.72	20.19
6	18.92	20.39
7	19.05	20.54
8	19.26	20.72
9	19.49	20.97
10	19.68	21.14
11	20.02	21.48
12	20.26	21.73
13	20.59	21.95
14	20.70	22.18
15	20.92	22.40
16	21.13	22.61

Bus Aides

Step/Type	Full Benefits	No Benefits
1	13.62	14.69
2	13.91	14.97
3	14.21	15.27
4	14.51	15.58
5	14.79	15.85
6	15.09	16.13
7	15.24	16.42
8	15.63	16.70
9	15.95	17.01
10	16.23	17.28
11	16.49	17.55
12	16.80	17.87
13	17.09	18.14
14	17.39	18.42
15	17.67	18.74
16	17.96	19.02

Colonial School District  
Transportation Salaries  
FY 2022

Drivers

Step/Type	Full Benefits	No Benefits
1	18.48	19.96
2	18.66	20.11
3	18.82	20.31
4	19.02	20.49
5	19.27	20.74
6	19.47	20.94
7	19.60	21.09
8	19.81	21.27
9	20.04	21.52
10	20.23	21.69
11	20.57	22.03
12	20.81	22.28
13	21.14	22.50
14	21.25	22.73
15	21.47	22.95
16	21.68	23.16

Bus Aides

Step/Type	Full Benefits	No Benefits
1	14.17	15.24
2	14.46	15.52
3	14.76	15.82
4	15.06	16.13
5	15.34	16.40
6	15.64	16.68
7	15.79	16.97
8	16.18	17.25
9	16.50	17.56
10	16.78	17.83
11	17.04	18.10
12	17.35	18.42
13	17.64	18.69
14	17.94	18.97
15	18.22	19.29
16	18.51	19.57

Colonial School District  
Transportation Salaries  
FY 2023

Drivers

Step/Type	Full Benefits	No Benefits
1	19.08	20.56
2	19.26	20.71
3	19.42	20.91
4	19.62	21.09
5	19.87	21.34
6	20.07	21.54
7	20.20	21.69
8	20.41	21.87
9	20.64	22.12
10	20.83	22.29
11	21.17	22.63
12	21.41	22.88
13	21.74	23.10
14	21.85	23.33
15	22.07	23.55
16	22.28	23.76

Bus Aides

Step/Type	Full Benefits	No Benefits
1	14.77	15.84
2	15.06	16.12
3	15.36	16.42
4	15.66	16.73
5	15.94	17.00
6	16.24	17.28
7	16.39	17.57
8	16.78	17.85
9	17.10	18.16
10	17.38	18.43
11	17.64	18.70
12	17.95	19.02
13	18.24	19.29
14	18.54	19.57
15	18.82	19.89
16	19.11	20.17

Employees also receive a stipend each year for longevity. The longevity stipend will be a per hourly rate in addition to the hourly rate scale.

Longevity	Years	Amount
	27+	1.25
	22-26	1.00
	17-21	0.75
	12-16	0.50
	7-11	0.25

All amounts above are hourly amounts

- 16:3.1 Employees whose annualized hours decrease due to a reduction in hours or runs and would result in reduction of district benefits shall be entitled to retain existing benefit coverage until the end of the current fiscal year.
- 16:4 The anniversary date for salary adjustment shall be on the first day of the school year following the date of initial employment provided the employee has worked a minimum of ninety (90) work days.
- 16:5 When the Supervisor of Transportation and/or designee discovers a problem with an employee's time sheet, no salary adjustment shall be made until the matter has been discussed with the employee, provided this measure does not delay the submission of payroll.
- 16:6 Employees shall be provided, with each paycheck, an accounting showing the number of reported hours for which the employee is being paid in that paycheck.
- 16:7 Pay for summer driving shall be in accordance with the provisions of this article.
- 16:8 Employees called to work runs other than those to which they are regularly assigned shall be paid in accordance with the provisions of this article.
- 16:9 If the State does not absorb the cost of any new license fee which exceeds the cost of the individual driver's personal driver's license fee, the District shall pay the excess cost.
- 16:10 Employees shall be paid a minimum of one (1) hour at his/her hourly rate for a random drug test. However, upon written verification of actual time at the lab, an employee shall be paid his/her hourly rate for the entire period of time.
- 16:11 Attendance Stipend (Effective September 1, 2018)  
The District will pay a perfect attendance bonus of \$100.00 to Bus Drivers/Bus Aides for no absences or \$50 for using just one (1) personal day, just one (1) jury duty day, just one (1) qualifying bereavement day, or just one (1) personal illness day not including absences for death in the immediate family, 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 \$200 for perfect attendance, or \$100 for using no more than two (2) personal days, one (1) jury duty day, one (1) qualifying bereavement day, or one (1) personal illness day, not including absences for death in the immediate family, from the Monday after Thanksgiving to the end of the school year to be paid in the last paycheck of the contract year.
- 16:12 Retention Bonus (Effective September 1, 2018)  
The district will make seven (7) bonuses available annually to be allocated among the eligible employees until the deadline. Employees who have been employed by the district for five (5) or more consecutive years, are not on an improvement plan or under corrective discipline at any point during the school year in question, and submits a letter of resignation/retirement to the Transportation Supervisor and Human Resources department by ten (10) days prior to the spring bidding meeting that is not effective before the last student day of the school year, and who works for the remainder of that school

year, will receive, in their final paycheck, a bonus of \$500.00. If more than seven (seven) eligible employees submit for this incentive, the recipients of this incentive would be determined according to those employees with the longest consecutive years of service in Colonial. Employees are only eligible to receive this bonus one (1) time regardless of how many times they are employed with the district and may become eligible.

**ARTICLE 17 DURATION**

- 17:1 This Agreement shall be in full force and effect from September 1, 2017 and shall continue *in full force and effect* from year to year, thereafter, until such time as a successor agreement is concluded and signed.
- 17:2 The District agrees that it shall not extend to any other employee organization any of the rights and/or privileges granted by the Association as exclusive representative of the employees as long as the Association remains the exclusive representative.

All other aspects of the current agreement and modification caused by memorandums of agreement shall remain in effect through August 31, 2023 unless modified by memorandums of agreement between the parties. Further, both parties agree to produce a collaborative bargaining agreement incorporating all memorandums of agreement and mutually agreed upon edited language that shall be printed and distributed as an in-inclusive document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their representatives on this 15<sup>th</sup> day of June 2021.

COLONIAL SCHOOL DISTRICT

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

COLONIAL TRANSPORTATION  
ASSOCIATION, DSEA/NEA

*Jeanette Ousey*

\_\_\_\_\_  
BY  
President, Colonial Transportation Association

  
\_\_\_\_\_  
BY  
Superintendent of School  
Date: 6/15/2021

06/17/2021  
\_\_\_\_\_  
BY  
Vice-President, Colonial Transportation Association  
Date: