

AGREEMENT
between the
CAPITAL SCHOOL DISTRICT
BOARD OF EDUCATION
and the
CAPITAL CONSTABLES ASSOCIATION
DSEA/NEA

July 1, 2021 – June 30, 2023



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PROLOGUE

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

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

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

ARTICLE ONE
PREAMBLE

This agreement is entered into on 1st day of July 2021 by and between the Board of Education of the Capital School District, Dover, Delaware, hereinafter called the Board, and the Capital Constables Association, hereinafter called the "Association."

ARTICLE TWO
NEGOTIATION OF SUCCEEDING AGREEMENT

- 2:1 The parties agree to enter into collective negotiations over a succeeding Agreement in accordance with Chapter 40, Title 14, Delaware Code, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment. Either party may request negotiations in the school year in which this Agreement expires. Any Agreement so negotiated and adopted by the Board and by the Association shall be reduced to writing and signed by the Board and the Association.
- 2:2 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing, duly executed by both parties.
- 2:3 Neither party in any negotiations shall have any control over the selection of the negotiation's representatives of the other party.
- 2:4 The representatives of both parties shall be fully empowered to negotiate, including the power and authority to enter into tentative agreements on all issues at all negotiations sessions.

ARTICLE THREE
RECOGNITION

- 3:1 The employer recognizes the Association, DSEA/NEA as the exclusive bargaining representative for the employees covered by this Agreement for the purpose of representing public employees in their employment relations with the employer in matters covering wages, salaries, hours, vacations, sick leave, grievance procedures, and other terms and conditions of employment.
- 3:2 The term "employee" as used herein shall mean any employee in the unit whether regular, temporary, full-time or part-time, duly certified by the Delaware Department of Labor in Certification Case #21-02-1256(CERT)

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

ARTICLE FOUR **RIGHTS OF THE BOARD**

- 4.1 Except as limited by this Agreement:

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

- 4:2 The Board, subject to Delaware Code and in accordance with the policies, rules and regulations of the State Board of Education, shall in addition to other duties:
- 4:2.1 determine the educational policies of the District and prescribe rules and regulations for the conduct and management of the schools.
 - 4:2.2 determine the District's financial policies and accounting procedures.
 - 4:2.3 establish a budgetary system and annual operating budgets.
 - 4:2.4 establish management systems for the improvement of district operations.
 - 4:2.5 provide forms on which regular school employees shall make such reports as may be required by the Board.

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

ARTICLE FIVE
UNION DUES DEDUCTION

5:1 The Board agrees to deduct Association dues from the salaries of employees as authorized by 14 Del.C., Chapter 40 or applicable successor provisions of the Delaware Code. The total portion of annual dues remaining unpaid at the time an employee is separated from employment with the district will be deducted from the employee's final paycheck. The Association shall certify to the Board, in writing, the current rate of its unified membership dues and shall give the Board written notice prior to the effective date of any change.

5:2

The Board will not be liable to its employees or to the Association for any claim arising from the application of the aforementioned provisions except where it has made an error, has acted in bad faith or engaged in willful misconduct.

The Personnel Office will make each applicant for employment aware of this article before hiring.

If the employee leaves the District's employ before the total amount of the fair share fee owed to the Association has been deducted, the District will deduct any amount owed to the Association from the employee's last paycheck and transmit it to the Association's designee.

The Association will indemnify and hold the employer harmless against any and all claims, demands, costs incurred by the District, suits and other forms of liability that arise out of or by reason of any action taken or not taken by the District for the purpose of complying with any of the provisions of this collective bargaining agreement.

ARTICLE SIX
RESOLUTION OF EMPLOYEE CONCERNS

6:1 DEFINITIONS:

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

6:2 PURPOSE:

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

6:3 PROCEDURE:

6:3.1 Failure at any step of this procedure to communicate the decision on a concern within the specified time limits shall permit the concerned employee to proceed to the next step. Failure at any step of this procedure to appeal a concern to the next step within the specified time limits shall terminate the complaint.

6:3.2 It is understood that employees shall, during and notwithstanding the pendency of any concern, continue to observe all assignments and applicable rules and regulations of the Board until such concern and any effect thereof shall have been fully determined.

6:3.3 The term days where used in this context refers to work days as defined by the Administrative Calendar.

6:3.4 In the presentation of a concern, the employee shall have the right to designate a representative of the Association to appear with him or her at any level. When a concerned employee is not directly represented by the Association, the Association may be represented.

6:3.5 Where evidence of hardship would result from compliance with the time regulations set forth in the above levels, a written request for an extension of time at any one of the levels in the concern procedure shall be recognized. The period of extension of time shall be limited to two (2) days unless a longer period of time is mutually agreed to by the parties.

6:4 INFORMAL STAGE:

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

6:5 LEVEL ONE:

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

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

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

6:6 LEVEL TWO:

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

6:7 LEVEL THREE:

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

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

6:8 MISCELLANEOUS:

- 6:8.1 All documents, communications, and records dealing with the processing of a concern shall be filed in a separate concern file and shall not be kept in the personnel file of any of the participants.
- 6:8.2 Hearings at any level of this procedure may be waived by mutual agreement of the parties.
- 6:8.3 A form for filing concerns shall be prepared jointly by the Association and the Administration, reproduced by the Administration, and distributed to the Association to facilitate operation of the concern procedure. The appropriate form shall be used for filing a concern at each level of the procedure. This form will contain a section for undisputed facts.
- 6:8.4 All meetings and hearings under this procedure shall be conducted privately and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.
 - 6:8.4.1 Both sides will present written documents five (5) days prior to the scheduled Board hearing.
 - 6:8.4.2 Both parties will be present during presentations.
 - 6:8.4.3 A written statement of facts will be jointly agreed upon at each level. Witnesses will be permitted if there is a dispute over facts.
 - 6:8.4.4 There is a thirty (30) minute time limit on presentations, which is inclusive of presentation, witnesses, and rebuttal, but exclusive of Board questions and answers.
 - 6:8.4.5 Five (5) days prior to the hearing, either side may make a written request for additional time, and must specify the time needed.
- 6:8.5 The Association shall have the right to initiate at Level Two those concerns which have District-wide implications.
- 6:8.6 If a Grievance and a Concern(s) arise from the same incident/situation, the alleged violations and remedies shall be consolidated for each and shall be processed and heard simultaneously until reaching the appeal level following the Superintendent's decision (Level III) at which time the Grievance proceeds to grievance mediation and the Concern to the School Board. The Grievant/Complainant shall clearly specify violations of the contract for the grievance and the policy, rule/regulation/administrative decision at issue for the Concern.

ARTICLE SEVEN
GRIEVANCE PROCEDURE

7:1 DEFINITIONS:

- 7:1.1 A grievance shall be defined as a written claim by an employee or by the Association that the terms of this Agreement have been violated, misinterpreted, or misapplied, resulting in the abridgment of rights granted to the employee or to the Association by this Agreement.
- 7:1.2 A grievant is the person, persons, or Association who files a grievance as provided for under this Agreement.
- 7:1.3 A party in interest is the person or persons, or the Association, making the claim, and any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.
- 7:1.4 A grievance, to be considered under this procedure, must be initiated by the employee(s) within twenty-five (25) days from the time when the employee(s) knew or should reasonably have known of its occurrence. This may be extended to a forty (40) day period if a request is made within the initial twenty-five days. A grievance concerning a suspension, or a termination must be filed within ten (10) days, at Level II consistent with section 7:5.
- 7:1.5 The term "days" were used in this context refers to employee workdays.
- 7:1.6 Hearing is defined as an event wherein both parties shall have the opportunity to present facts and argument on their case and have a decision rendered.

7:2 PURPOSE:

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

7:3 PROCEDURE:

- 7:3.1 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall terminate the grievance.
- 7:3.2 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

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

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

7:4 INFORMAL LEVEL:

Any employee who has a potential grievance shall discuss it first with his/her principal or immediate supervisor to resolve the matter informally at that level. The Supervisor of Constables is the immediate supervisor for Constables

7:5 LEVEL ONE:

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

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

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

7:6 LEVEL TWO:

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

7:7 LEVEL THREE:

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

7:8 ARBITRATION

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

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

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

7:9 MISCELLANEOUS:

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

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

7:9.3 If the employee elected to be represented, he/she must still be present at any level of the grievance procedure where his/her grievance is to be discussed, except that he/she need not be present where it is mutually agreed that no facts

are in dispute; and when the sole question is the interpretation of this Agreement.

- 7:9.4 Where grievance proceedings are mutually scheduled by the parties during school time, persons proper to be present shall suffer no loss of pay nor leave. In cases of grievance mediation and arbitration, CCA representatives, witnesses, and grievant(s) may be present without loss of pay or leave, nor shall the CCA be charged Association Leave for said appearances. In the event of a class action grievance, only two (2) grievants may appear without loss of pay or leave. If a dispute arises as to whether it is proper that a person is proper to be present at the grievance, such dispute shall be subject to resolution through the grievance procedure. In the event of such dispute, the time limits for the original grievance shall be suspended until the dispute relative to this issue is resolved.
- 7:9.5 No documents, communications, and records which are developed in connection with the processing of a grievance shall be filed in the District's file pertaining to the employee. Such documents shall be kept in a separate grievance file.
- 7:9.6 A form for filing grievances shall be prepared jointly by the Association and the Administration, reproduced by the Administration and distributed to the Association so as to facilitate operations of the grievance procedure. The appropriate form shall be used for filing a grievance at each level of the procedure.
- 7:9.7 Hearings at any level of the grievance procedure may be waived by mutual agreement of the parties.
- 7:9.8 The Association and the Board agree that no reprisals will be taken against any person involved in the grievance procedure, by the Association or by the Board or any of the representatives of either party, as a result of an individual's participation in the grievance procedure.
- 7:9.9 All meetings and hearings under this procedure shall be conducted privately and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.
- 7:10 The Association shall have the right to initiate at Level Three those grievances which arise from District Level Decisions.
- 7:11 An appeal to the School Board's decision to terminate an employee shall be directly to final and binding arbitration pursuant to the procedure and timelines of 7:8.1.

ARTICLE EIGHT
RIGHTS OF ASSOCIATION

- 8:1 The Board agrees to provide to the Association those records which are relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement to the extent that such records are held in the public domain.
- 8:2 The administration shall provide a copy of administrative directives which are not confidential to administration and supervisory personnel, and which directly affect the employment relations of employees, to the Association President at the time of the issuance or posting of the directive.
- 8:3 The current Board policies, Board agendas, and Minutes of Board meetings shall be available through the district website.
- 8:4 The Association shall have the right to use school buildings, with prior notification to the principal, for meetings during times when buildings are manned by custodial staff; if such does not interfere with or impair the instructional program. If the use of said facilities by the Association results in any expenses, the Association shall reimburse the Board for said expense.
- 8:5 The Association shall have the right to use school facilities and equipment, including typewriters, adding machines, mimeograph machines, computers, printers, and other duplicating equipment, when such equipment is not otherwise in use, provided that the request is made and permission for its use is arranged in advance; this use is strictly to service the legitimate business of the Association; the purpose is for the internal use of the Association and not for public distribution; and supplies in connection with such equipment use will be furnished or paid for by the Association.
- 8:6 The Board agrees to permit the Association the exclusive use of an adequate section of one bulletin board in a lounge area for personnel for the purpose of posting official Association notices. The authorized Association representative of each building shall be responsible for the posting of all such notices and the content thereof. Copies of all such material will be given to the principal/supervisor before posting, but his/her approval of the material will not be required.
- 8:7 Duly authorized representatives of the Association and its respective affiliates shall have the right to transact official Association business on school property at all reasonable times provided that this activity does not interfere nor interrupt the normal school operations. Time on Association business during work hours will be recorded on timecards.
- 8:8 The Board shall provide the equivalent of fifteen (15) days per year of release time of which not more than three (3) days may be used consecutively by an individual, to the President of the Association or his/her designee to attend Association sponsored summer training programs and governance functions. No more than two employees where there are less than four constables shall be released from one school at any time. Said time shall be in addition to temporary leave days. In addition, the President of the Association

or his designee may request in writing from the Supervisor of Constables up to an additional three (3) days per year to perform his/her function as Association President.

- 8:9 Several employees equivalent to the size of the district negotiating team may be scheduled to participate in a bargaining session during working hours. They shall suffer no loss in pay, nor shall they be required to make up time lost. Additional representatives with specific resource or information may be added upon mutual agreement. However, no more than one employee from each building or crew may participate in order to avoid deficiencies in service.
- 8:10 The rights negotiated by the Association in this agreement shall not be granted to any other similar organization for the duration of the agreement.
- 8:11 The Board shall request that the Association appoint representatives to District-level committees, task forces and study groups that are established by the Board of Education or by federal or state law and that pertain to the employment duties of bargaining unit employees.
- 8:12 The Superintendent or his designee shall inform the Association in writing of the name, school and position of any person eligible for bargaining unit membership as soon as it is reasonable or practical.
- 8:13 The Association shall be permitted to hold three (3) all member meetings during each school year on a district inservice day in conjunction with training. The time, date, and place will be determined by mutual agreement. The meeting shall not exceed three (3) hours in length. Association meetings during other in-service days shall be at the discretion of the Supervisor of Constables. Attendance shall be mandatory for training sessions.

ARTICLE NINE **EMPLOYEE RIGHTS**

- 9:1 As per Title 14, Chapter 40 of the Delaware Code, employees shall have the right to organize, form, join or assist any employee organization; negotiate collectively or grieve through representatives of their own choosing; engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by this chapter or any other law of the state; and be represented by their exclusive representative without discrimination.
- 9:2 The rights specified in this agreement shall be in addition to and not be construed to deny or restrict any employee such rights as he/she may have under state or federal laws or regulations.
- 9:3 No regular non-probationary employee shall be dismissed, disciplined, reprimanded, reduced in rank or compensation without just cause.
- 9:4 No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates so long as it is not disruptive of the educational process.

- 9:5 No employee shall be disciplined or reprimanded in front of his/her associates, students and/or parents of students by the Board or any of its supervisory or administrative employees.
- 9:6 An employee is entitled to full rights of citizenship if so entitled.
- 9:7 The parties agree that its designated representatives shall not discriminate against, interfere with, restrain or coerce employees in the right to organize, join, or participate in Association activities.
- 9:8 In accordance with and to the extent allowable by law, an employee may within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary to quiet a disturbance threatening immediate physical injury to him/herself and others or the destruction of property.
- 9:9 The Board and Association agree that there shall be no discrimination against any employee or applicant for employment, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of the Agreement on the basis of race, creed, color, age, religion, national origin, gender, sexual preference, domicile or marital status, handicap or veteran status.
- 9:10 Whenever an employee is required to appear before the Board or any administrative or supervisory employee concerning any matter which may result in a written disciplinary action, the employee shall be given at least two (2) working days written notice of the purpose and time of such meeting. The employee shall have the right to Association representation at such meeting. This time frame may be suspended and made immediate if the nature of the employer concern is of such severity that immediate suspension is dictated. The right to an Association representative shall not be abridged.
- 9:11 Employees will be required to wear a District ID, which will entitle themselves and guest to all home school-sponsored activities such as inter-scholastic sports and extracurricular activities.
- 9:12 Employees may leave the building for personal business with permission during lunch periods upon notification of such absence to the immediate supervisor .
- 9:13 Any formal complaint regarding an employee by others which will be used as the basis of a reprimand, suspension, termination, other discipline, or a negative evaluation shall be brought to the attention of the employee no later than by the end of the next day the employee and supervisor are at work. The immediate supervisor shall meet with the employee to apprise him/her of the full nature of the complaint, including the name of the complainant, and they shall attempt to resolve the matter in the best possible manner. Any complaint/concern not brought to the employee's attention shall not be used for evaluation or disciplinary action. Administrators are encouraged to promptly bring informal concerns to the attention of the employee.
- 9:14 If any supervisor has a concern or complaint about an employee, said concern or complaint shall be brought to the attention of the employee within three (3) working days the employee and supervisor are working.

- 9:15 Any suspension of an employee for disciplinary reasons may be with pay. Any suspension of an employee pending criminal charges will be with pay and benefits for up to 60 workdays or until the disposition of the criminal charges, whichever is sooner. Beyond 60 days with full pay and benefits, the employee shall receive 50% pay and full benefits until the final disposition of the charges. Nothing herein shall prevent the employer from taking disciplinary action for just cause during this period.
- 9:16 The Board shall reimburse employees for personal property damaged or destroyed as the result of student assault.
- 9:17 The provisions of this Agreement and all Rules and Regulations governing employee conduct shall be applied in a manner which are not arbitrary, capricious, or discriminatory.
- 9:18 The Association recognizes the administration's right to monitor and record employee absences and apply progressive discipline in documented cases of fraud or abuse.

ARTICLE TEN **PERSONNEL FILES**

- 10:1 All official employee files as determined by the Board and/or Administration shall be maintained by the Central Administration according to the conditions of this Article. Only such material as has been properly placed and maintained in the official personnel file of an employee may be used in any disciplinary proceeding against such employee.
- 10:2 No material pertaining to an employee's conduct, quality of service, character, or personality shall be placed in the employee's personnel file until the employee has been given an opportunity to read such material. The employee shall acknowledge that he/she has read such material by affixing his/her signature and the date of review on the copy to be filed. The material to be signed shall contain the sentence "This signature acknowledges receipt and in no way indicates agreement with the contents thereof" directly above the signature line of the employee. The employee must return the material with his/her signature within three (3) working days of receipt. The employee shall also have the right to submit a written answer to such material and the answer shall be reviewed by the Superintendent or designee and attached to the file copy.
- 10:3 Upon request by an employee, he/she shall be given access to his/her personnel file. This access shall be granted within two (2) working days of the request as determined by the administrative calendar.
- 10:4 An employee shall be permitted to have material in his/her personnel file reproduced. Such reproduction shall be done in the school office at cost.
- 10:5 Employees will keep their personnel files up to date on forms supplied by the administration concerning names (beneficiaries, persons to be notified in case of emergencies, dependents, etc.), addresses, telephone numbers, marital status, and other information needed for personnel administration.

- 10:6 Materials for the file shall not be removed from the Human Resources Office.
- 10:7 A representative of the school administration shall be present at any inspection or reproduction of an employee's files.
- 10:8 A representative of the Association shall, at the employee's request, accompany the employee during the review of his/her files.
- 10:9 The examination of an employee's file shall be limited to district administrative personnel and/or their secretaries and Association representatives designated by said employee. Each file shall contain a record indicating who has reviewed it, the date and the reason for the review.
- 10:10 All pre-employment data will be filed in the Human Resource Office and is not subject to review by the employee and the Association.
- 10:11 An employee may make a written request to the Superintendent to expunge or correct specific documents in his/her personnel file. The decision of the Superintendent may be appealed to the Board of Education, whose decision is final and non-grievable.
- 10:12 The Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents. Other business files may be created, but separate files cannot be used in any disciplinary matter.

ARTICLE ELEVEN **EVALUATION**

- 11:1 All monitoring or observation of the work performance of employees shall be conducted openly and with the full knowledge of the employee. The use of eavesdropping, public address, audio systems or similar surveillance devices shall be prohibited for purposes of evaluation.
- 11:2 Observations of an employee's work performance shall be conducted on-going by the immediate supervisor
- 11:2.1 When the immediate supervisor observes performance of an employee that may lead to an unsatisfactory overall performance rating or disciplinary action, (s)he will first discuss the situation with the employee as per Article 9:14. If the employee's performance continues to be deficient, after a reasonable period of time, the immediate supervisor shall hold a conference with the employee and an Association representative at the request of the employee to discuss the performance, possible ways to resolve the problem(s), and the assistance the district will provide the employee.
- 11:2.2 If, after five (5) working days, the performance of the employee has not been observed to have improved, the immediate supervisor will place his/her concerns in writing. A failure to remediate valid deficiencies may lead to discipline or an unsatisfactory evaluation which will be performed pursuant to the provisions of this article.

- 11:3 A formal written evaluation of each employee shall occur annually.
- 11:3.1 Supervisor of Constables shall schedule a conference with the employee to discuss the contents of the completed evaluation. An employee shall be given a copy of the evaluation at least two (2) days prior to the conference. The employee shall sign the evaluation form after the conference to signify that the conference has occurred, and the employee has had an opportunity to review its contents. The employee's signature means that (s)he has seen the evaluation and does not mean agreement with its content. The employee shall have the right to comment in writing about the contents of the evaluation and said comments shall be attached to the evaluation form before it is placed in the employee's personnel file.
- 11:3.2 Any evaluation which contains a category that is evaluated less than satisfactory must be accompanied by written documentation and/or evidence of deficiency and written recommendations for improvement developed by the employee and the immediate supervisor. Such a plan will provide for assistance in implementing the plan for improvement, a plan specifically directed to the observed deficiencies in performance. Twenty (20) working days shall be provided to give the employee the opportunity to implement and become proficient in any recommendations.
- 11:4 Final evaluation of an employee upon termination of his/her employment shall be concluded as of the last day of employment and no further evaluation statement shall be placed in the personnel file of such employee after such date.
- 11:5 Prior to changing the employee evaluation instrument, the Director of Human Resources shall meet with the Association President to receive input prior to making such changes.
- 11:6 The content of an employee's evaluation shall not be subject to the grievance procedure.

ARTICLE TWELVE
SENIORITY, LAYOFF, AND RECALL

- 12:1 The term "seniority" as used in this Agreement shall be calculated as length of continuous service in the district. Service in part-time positions shall count toward seniority on a two for one basis.
- 12:2 By May 1st of each year the district will publish a seniority list. The Association will have access to School Board Personnel Reports on the district website.
- 12:3 An employee shall lose his seniority under the following circumstances:
- A. resignation or discharge for just cause (and the discharge is sustained);
 - B. retirement.
 - C. failure to return to work from a leave of absence or failure to notify the District of intent of return to work within the specific time requirements.
 - D. failure to respond to proper recall notice (see 12:8) or laid-off for more than two (2) years.

- 12:4 Upon satisfactory completion of the probationary period, the employee's seniority shall be established as the date of hire. Temporary employees subsequently hired into a permanent position shall have seniority established as of the original date of hire if there is no break in service.
- 12:5 If a reduction in force is necessary beyond normal attrition, the Board shall determine the number of positions that will be reduced, as well as the date such reductions are needed, provided, however, that an affected employee is given written notice sixty (60) days prior to effective date of such reduction in force. The President of the Association shall be apprised.
- 12:6 To accomplish a reduction in force an employee will be rified from a given position., based on seniority with those having been most recently employed being dismissed first.
- 12:6.1 In the event two or more employees have the same length of service in the district, the following criteria shall be used in the order enumerated as tie-breakers:
- A. Satisfactory Evaluation
 - B. Training
 - C. Lottery
- 12:7 Recall: Employees shall be recalled in the inverse order of layoff when a position for which they are qualified is open and shall receive the salary of the classification to which they are recalled. If an employee is recalled to a classification which is lower than the one for which the employee was rified, said employee shall be given preference to transfer into the first vacancy within his/her former classification.
- 12:8 Refusal of an employee to accept the position within ten (10) days of the postmarked date on the certified notice and then to report to work within ten (10) days of that decision will relieve the Board of further obligation to offer re-employment.
- 12:9 Employees who are laid off shall be automatically placed on the recall list for a period equal to their length of service but not to exceed two (2) years. To remain on the recall list for a second year, the employee must respond to the written notification sent to him/her by the district at the end of one year. Failure to respond to that notification in writing shall eliminate the employee from the recall list.
- 12:10 Time lost by an employee laid off under the provisions of this article who is subsequently recalled under provisions of this article shall not be considered to interrupt continuous service; but such time shall not be counted toward additional service or be a criterion for holiday, vacation, pay, or other benefits as set forth in this Agreement.
- 12:11 Employees who are eligible for recall must keep the school district informed in person or by certified mail of any changes in their address. If notice is in person, the individual shall be given written acknowledgment of the change of address.
- 12:12 Employees on Board approved leaves of absence shall be subject to the layoff provision of this Article.

12:13 An employee on the recall list may refuse a part-time position without jeopardizing his/her position on the recall list.

12:14 Riffed employees may continue benefits, where the company/carrier permits, at employee expense.

ARTICLE THIRTEEN
VACANCIES, TRANSFERS, AND PROMOTIONS

13:1 Definitions:

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

13:1.2 Position - A position is a bargaining unit job/assignment within the job classifications covered by this contract for which pay, site(s), and shifts or hours of work are identified.

13:1.3 Voluntary Transfer - A voluntary transfer is an employee's change of position to a vacancy in a different building within the employee's classification (lateral) initiated by the employee.

13:1.4 Involuntary Transfer - An involuntary transfer an employee's change of position to a vacancy in a different building within the employee's classification (lateral), initiated by the employer.

13:2 Posting

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

13:2.2 The posted notices of vacancies shall contain:

- A. Type of Vacancy
- B. Position description
- C. Location and shift
- D. Starting date
- E. Qualifications
- F. Salary range
- G. Other relevant information
- H. Closing date

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

13:3 Voluntary Transfers

- 13:3.1 Employees may make a written request for a voluntary transfer into a lateral position within classification during the ten (10) working day application period as specified in the posting notice. The position will be filled by an employee requesting a lateral transfer (within classification) before employees seeking a promotion or demotion or outside candidates are considered. In situations in which two or more employees apply for a voluntary (lateral) transfer, the employee with the most seniority shall be awarded the position unless the district can demonstrate that to do so would disrupt the operations at the site. Employees may only transfer once during the calendar year. Employees may withdraw in writing a request for transfer prior to the time that it is acted upon. At the discretion of the district, a probationary employee may be eligible for a voluntary transfer.
- 13:3.2 The District may seek applicants not already employed in the district. However, the qualifications of the outside applicant (s) must be superior to those of the current employee applicant (s), to receive the appointment to the position. Judgment of qualifications will be based on the criteria established in 13:4.2.

13:4 Promotions and Employee Initiated Demotions

- 13:4.1 Employees to be considered for a promotion must file applications no later than the closing date set forth in the posting notice.
- 13:4.2 Applicants for promotion or demotion will be judged on the following qualifications: evaluations, licenses, education, training, experience, supervisory experience, overall pattern of attendance and punctuality, references, other skills related to a position, and an interview with the site administrator. If the qualifications of two (2) or more internal applicants are relatively equal, the applicant with greater seniority shall be awarded the position. Employees on an active improvement plan pursuant to 11:3.2 may not be considered for promotion or demotion.
- 13:4.3 The District may seek applicants not already employed in the District. However, the qualifications of the outside applicant (s) must be superior to those of the current employee applicant (s), in order to receive the appointment to the position. Judgment of qualifications will be based on the criteria established in 13:4.2.
- 13:4.4 Internal applicants who are not chosen will be notified in writing. An applicant who is denied the promotion may request a meeting with the Human Resources Director.
- 13:4.5 Temporary promotions may be offered by work location using the same criteria as permanent promotions. At the expiration of a temporary promotion, all effected employees shall return to their former positions.

13:5 Involuntary Transfers

13:5.1 Temporary involuntary transfers may be made. Temporary involuntary transfers shall be limited to twenty (20) working days, after which time the employee will be returned to his/her former position.

13:5.2 If a permanent involuntary transfer is necessary to meet operational needs, volunteers will be sought. If no employee volunteers, the least senior, probationary employee shall be transferred. If no probationary employee exists, the least senior employee will be involuntarily transferred. A period of up to twenty (20) workdays may be granted upon request to a permanently involuntarily transferred employee to make personal adjustments before the transfer is implemented. If the involuntary transfer is for reasons other than for the operational needs of the district, seniority need not be considered. In such case, the need shall be demonstrated by the District and the Association shall be informed of the circumstances.

ARTICLE FOURTEEN
LEAVES OF ABSENCE

14:1 Leaves of absence, including sick leave and absences for other reasons, shall be according to Delaware State Law; and, in the event the law(s) related to leaves of absence, including sick leave and absences for other reasons is modified or amended, such amendments or modifications shall also be incorporated as part of this Agreement and shall supersede or modify any conflicting portion of this Article. A summary of State Law is placed at the end of this Agreement as Appendix B.

14:2 In addition to rights and benefits granted employees under the Family Medical Leave Act, a leave of absence without pay and without credit for experience toward salary computation, seniority or pension eligibility or computation, of up to one (1) year shall be granted for the sole purpose of personal illness or caring for a critically-ill member of the employee's immediate family subject to proper medical verification.

14:3 Any employee elected to an office of the Delaware State Education Association, or the National Education Association shall be granted a leave of absence without pay for a period of two (2) years. Such leave shall be renewable. Such leave shall be granted to not more than one (1) employee at any time, and the leave holder shall continue to accumulate seniority.

14:4 The employee on extended leave, paid or unpaid, shall notify the Board by certified mail, return receipt requested, no less than sixty (60) days prior to his/her intention to return to or resign from his/her position in the district.

14:5 At the end of an extended leave, the employee shall be assigned to the same or a similar position to the one from which leave was granted in accordance with his/her seniority.

14:6 Additional sick leave or leaves of absence for other reasons may be considered on an individual basis.

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

ARTICLE FIFTEEN
HOURS AND WORKING CONDITIONS

- 15:1 The normal work week for all employees shall consist of five (5) consecutive workdays, Monday through Friday, inclusive.
- 15:2 Shifts and Hours
- 15:2.1 The normal day shift shall consist of 7.5 hours commencing no earlier than 6:00 a.m.

15:2.2 There shall be a half-hour paid, scheduled duty-free lunch period and two 15-minute paid duty-free break periods during each shift. Employees may be asked to perform duties during these duty-free periods, provided the employee is provided compensatory time during the shift.

15:3 Work Beyond the Regular Shift

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

15:4 Salaried employees shall suffer no loss in pay in the event a state of emergency is declared resulting in the schools being closed or in the event employees' hours are reduced due to emergency closings. Employees required to report to work during the time a declared state of emergency by the Governor is in effect will be paid an additional one-half time their regular rate (in addition to regular time) for said hours worked.

15:5 Education Training Program for Constables.

15:5.1 The District and the Capital Constables Association will meet no later than the end of the school year to collaborate to identify relevant training for the following year.

15:6 Uniforms

15:6.1 The District shall provide each new constable initially with five (5) uniform shirts (short or long sleeve as chosen by the employees), five (5) pairs of uniform pants, hat, raincoat, and either a 3 by 1 or 5 by 1 coat depending on availability. Each fiscal year thereafter, the District will provide constables with 3 new uniform articles which may include but are not limited to shirts, pants, and hats.. Provision of jackets are limited to one (1) every three (3) years. In lieu of a coat every three years, the employee may select an additional top and pant article. The employees shall be required to wear the uniform during the months schools are in session. Should the district choose a uniform replacement vendor, the parties shall negotiate the impact on Article 15.

15:6.2 The District shall provide each new constable with the following equipment: gun belt, holster, handcuff case, flashlight and flashlight case, magazine pouch, shield and shield holder, bullet proof vest. In addition, the District shall provide ammunition for qualification.

15:6.3 The employee shall provide their own firearm.

ARTICLE SIXTEEN
SAFETY

- 16:1 The Employer and the Association shall cooperate in enforcement of safety regulations.
- 16:2 Employees will not be required to work in unsafe or unhealthy situations. In such situations, the employee will notify his supervisor immediately and the Employer will take prompt action to correct the unsafe or unhealthy condition

ARTICLE SEVENTEEN
SALARIES AND EMPLOYEE BENEFITS

- 17:1 Employees shall be compensated according to Schedule A. Employees hired on less than a full-time basis shall be paid pro-rata for the hours actually worked.
- 17:2 All qualified employees will be eligible to participate in the State of Delaware Pension Plan in accordance with the applicable provisions of the Delaware Code.
- 17:3 All employees will be covered by the State of Delaware Blood Bank Program.
- 17:4 All employees may participate in the State group life insurance plan on a contributory basis.
- 17:5 All employees will be covered by the State of Delaware Worker's Compensation Plan and the unemployment compensation program.
- 17:6 Employees required to use their own vehicles in the performance of their duties shall be reimbursed for their mileage at the rate prescribed by the State of Delaware Code.
- 17:7 Upon retirement, employees on the effective date of this contract shall be paid for the local portion of their salary for each day of accumulated sick leave according to the provisions of Section 1318 (G) of Title 14, DE Code, that apply for the State portion of such payment. This benefit shall not apply to those hired after the effective date of this contract.
- 17:8 Supplements for supervisory responsibilities and special training shall be set forth in Schedule A.

ARTICLE EIGHTEEN
EMPLOYEE FACILITIES

- 18:1 The District will continue to provide an employee lounge area convenient for all employees. The lounge shall be equipped with suitable ventilation
- 18:2 Lockers shall be provided for the storage of coats and other personal articles, as appropriate.
- 18:3 Individual mailboxes will be provided for all constables.

ARTICLE NINETEEN
ADMINISTRATIVE/EMPLOYEE LIAISON

19:1 Upon a 48-hour notice, the Supervisor of Constables shall meet with the CCA_President and the CCA Liaison Team at the request of the President to discuss concerns relating to contract administration terms and conditions of employment, policy matters, and other relevant topics. If the matter is related to building concerns, a conversation with the Building Principal shall take place prior to elevating the matter to the Supervisor of Constables.

ARTICLE TWENTY
MISCELLANEOUS PROVISIONS

20:1 Constables: The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future endorsement of the terms and conditions herein.

20:2 Alteration of Agreement: This agreement may be altered only by an instrument executed in writing, signed by the parties, and ratified by the Board of Education and the Union membership.

20:3 Miscellaneous Provision: This agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of the Agreement, neither party shall be required to negotiate with respect to any such matter whether covered by this Agreement except for mandatory subjects of bargaining (wages, hours, and terms and conditions of employment) which will be in an expedited format with limited representatives for each party. Such negotiations shall not occur more than twice in any school year. The parties shall re-open this agreement for salary and benefits if the Capital School District successfully passes a referendum during the terms of this agreement.

20:4 All contracts will be placed on the Capital School District web site in a PDF format. All employees may access the contract using this format.

20:5 Notice to Parties: Whenever any notice is required to be given by either party to this agreement to the other, pursuant to the provisions of this agreement, either party shall do so by letter or by electronic means at the following addresses:

20:5.1 If by Association to Board, the address of the District Office.

20:5.2 If by Board to Association, the home address of the Association President.

20:6 If any provisions or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall be invalid; but all other provisions or applications of this Agreement shall continue in full force and effect.

20:7 The Association and the Board shall meet soon as practical to re-negotiate the invalidated provision(s) of this Agreement.

ARTICLE TWENTY-ONE
DURATION OF AGREEMENT

21:1 The Association agrees that there shall be no strike during the term of this Agreement.


21:2 The District agrees that there shall be no lock-out during the term of this Agreement.

This contract shall cover the period **July 1, 2021** through **June 30, 2023**. All alterations to the predecessor contract shall become effective upon signing by the parties.


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

CAPITAL CONSTABLES ASSOCIATION, DSEA, NEA

BY 
President

BY  DSEA
Negotiating Chairperson

CAPITAL BOARD OF EDUCATION

BY 
President

af BY 
Executive Secretary

Date: _____

SCHEDULE A

FY 22

Step	Constable	Hourly	Corporal	Hourly	Exp
1	37,215	26.39			0
2	37,959	26.92			1
3	38,719	27.46	40,237	28.54	2
4	39,493	28.01	41,041	29.11	3
5	40,283	28.57	41,860	29.69	4
6	41,089	29.14	42,693	30.28	5
7	41,910	29.72	43,542	30.88	6
8	42,723	30.30	44,405	31.49	7
9	43,601	30.92	45,283	32.12	8
10	44,465	31.54	46,191	32.76	9

FY 23

Step	Constable	Hourly	Corporal	Hourly	Exp
1	38,332	27.19			0
2	39,098	27.73			1
3	39,880	28.28	41,444	29.39	2
4	40,678	28.85	42,272	29.98	3
5	41,491	29.43	43,115	30.58	4
6	42,321	30.02	43,974	31.19	5
7	43,168	30.62	44,848	31.81	6
8	44,005	31.21	45,737	32.44	7
9	44,909	31.85	46,642	33.08	8
10	45,799	32.48	47,577	33.74	9

\$1250 annual stipend for each of two assistants to the Supervisor of Constables.

Appendix A

Capital School District Health & Dental Contributions per month

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

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

APPENDIX B
LEAVES AND ABSENCES

Leaves Interpretations

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

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

Accumulation of Annual Leave

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

Sick Leave

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

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

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

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

Sick Leave and Absences for Other Reasons

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

1. Death in the Immediate Family. Up to five (5) working days. Immediate family is defined as employee's spouse or domestic partner; parent, stepparent or child of the employee, spouse or domestic partner; employee's grandparent or grandchild; employee's sibling; spouse of employee's child; any relative who resides in the same household; or any minor child for whom the employee has assumed and carried out parental responsibilities. This absence shall be in addition to other leaves granted the employee. 14 Del.C §1318(b).
2. Critical Illness in Immediate Family. Three (3) calendar days per critical illness, to be counted in sick leave. 14 Del.C §1318(c).
3. Death of a Near Relative. One (1) day for the funeral. Near relative is defined as first cousin, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, grandparent-in-law, or any other friend living in the employee's household. This absence shall be in addition to other leaves granted the employee. 14 Del.C §1318(d).
4. Religious Holidays. No more than three (3) calendar days per year, to be counted in sick leave. 14 Del.C §1318(e).
5. Personal Leave. An employee may be absent without loss of pay no more than three (3) days per fiscal year for personal reasons of the employee. Such absences shall be included in the sick leave of the employee. Such absences must be approved by the chief school officers. 14 Del.C §1318(f).

Deduction for Unexcused Absence

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

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

APPENDIX C
Title 14, Chapter 40

§ 4013. Collective bargaining agreements.

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

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

(c) The public-school employer and the exclusive bargaining representative shall negotiate written grievance procedures by means of which bargaining unit employees, through their collective bargaining representatives, may appeal the interpretation or application of any term or terms of an existing collective bargaining agreement; such grievance procedures shall be included in any agreement entered into between the public school employer and the exclusive bargaining representative.

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

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

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

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

c. Delaware law.

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

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

f. Federal law.

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

h. Policies of the local school board; and

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

(3) A provision to select arbitrators by lottery from a panel of qualified arbitrators designated by the Public Employment Relations Board. In designating the panel, the

Public Employment Relations Board shall prefer former judges who served on a Delaware constitutional court or on the United States District Court for the District of Delaware, and shall supplement the panel by adding qualified labor arbitrators.

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

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

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

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

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

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

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

**APPENDIX D
CAPITAL SCHOOL DISTRICT
GRIEVANCE FORM**

LEVEL I

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

POSITION:

IMMEDIATE SUPERVISOR:

DATE OF LEVEL I DISCUSSION:

DATE SUBMITTED AT LEVEL I:

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

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

RESULTS OF LEVEL I

DISSATISFACTION WITH LEVEL I DECISION

RELIEF SOUGHT

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

CAPITAL SCHOOL DISTRICT
GRIEVANCE FORM

LEVEL II

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

POSITION:

IMMEDIATE SUPERVISOR:

DATE OF LEVEL I DISCUSSION:

DATE SUBMITTED AT LEVEL II:

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

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

RESULTS OF LEVEL I

DISSATISFACTION WITH LEVEL I DECISION

RELIEF SOUGHT

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

**CAPITAL SCHOOL DISTRICT
GRIEVANCE FORM**

LEVEL III

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

POSITION:

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

DATE LEVEL II DECISION RECEIVED BY GRIEVANT:

REASON FOR DISSATISFACTION WITH LEVEL II DECISION:

DATE OF LEVEL III SUBMISSION BY GRIEVANT:

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

**CAPITAL SCHOOL DISTRICT
GRIEVANCE FORM**

LEVEL IV

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

POSITION:

LEVEL III SUPERVISOR'S DECISION: Attach extra sheets if necessary

DATE LEVEL III DECISION RECEIVED BY GRIEVANT:

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

**COPIES: Level III Administrator (Superintendent), Grievant, CCA Advocate, Immediate Supervisor (Level II),
CCA President or designee**

**CAPITAL SCHOOL DISTRICT
GRIEVANCE FORM**

LEVEL V

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

POSITION:

DATE OF CONCLUSION OF GRIEVANCE MEDIATION:

RESULTS OF GRIEVANCE MEDIATION Attach extra sheets if necessary

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

SUMMARY OF ARBITRATOR'S DECISION Attach award

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