

AGREEMENT

between the

RED CLAY CONSOLIDATED SCHOOL DISTRICT  
BOARD OF EDUCATION

and the

RED CLAY FOOD SERVICE WORKERS  
ASSOCIATION DSEA/NEA

August 15, 2023

through

August 15, 2026

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## **PREAMBLE**

This Agreement is entered into this twenty second day of August, 2023, by and between the Board of Education of the Red Clay Consolidated School District, hereinafter called the "Board", and the Food Service Workers Association DSEA/NEA, hereinafter referred to as the "Association".

## **ARTICLE 1 - PURPOSE**

The purpose of this Agreement is the recognition of the rights and responsibilities of the parties concerned and the formulation of procedures by which both parties may work together in good faith with regard to all matters pertaining to this Agreement. To this end an Administrative Liaison Committee is herewith created.

### **Administrative Liaison Committee**

The Association President and an individual or individuals of her/his choice will meet with the Director of Nutrition Services and representatives of her/his choice every other month to discuss the administration of this agreement and other concerns which affect employees. An agenda will be sent to the Nutrition Services Manager twenty-four (24) hours prior to the scheduled meeting. The Nutrition Services Manager will notify the President of the Association of any issues she/he wishes to place on the agenda at least twenty-four hours (24) prior to the scheduled meeting. Food preparation options will be discussed during Liaison a maximum of two times per year.

## **ARTICLE 2 - RECOGNITION**

- 2:1 The employer recognizes the Association as the sole and exclusive bargaining representative for the employees covered by this Agreement for the purpose of representing public employees in their employment relations with the public employer in matters covering wages, salaries, hours, sick leave, grievance procedures, and other terms and conditions of employment.
- 2:2 The term "employee" as used herein will include all food service employees exclusive of managers, administrative and supervisory personnel. It is further understood that only the following classifications in the Red Clay Consolidated School District are included as food service employees in the bargaining unit established herein: All cooks, bakers, lead workers and general workers, in the PERB's (Public Employment Relations Board's) Certification of Case #146, July 14, 1981.
- 2:3 The term "Board" as used hereinafter will mean the Red Clay Consolidated Board of Education.
- 2:4 The term "bargaining unit," as used hereinafter, will mean that group of employees proper to, and covered by, this Agreement.
- 2:5 The term "school" as used in this Agreement means any of the buildings maintained by the Board of Education in which the educational process is carried on.

- 2:6 The term "temporary position" means a vacancy resulting from leaves of absence or any position that is vacant between April 1 and the close of the work year.
- 2:7 Wherever the term "principal" is used, it is to include the responsible administrative head of a school building.
- 2:8 Wherever the term "Manager" is used, it is to include the administrator of any work location/designee.
- 2:9 The term "cook", "baker", "lead" shall mean any employee whose primary duties include making menu items from predetermined recipes including the need for measuring.
- (a) The term "cook/baker" shall mean any employee whose primary duties - include making soups, sauces, meats, cakes, breads, cookies, desserts, etc., from scratch.
  - (b) The term Base Cook/ Base Baker shall mean any employee that works in one location producing products for multiple locations.
  - (c) The term "lead worker" shall mean the employee whose primary responsibility is the preparation and/or organization of breakfast and lunch, the general operation of the kitchen and the need of the students in the absence of the management.
  - (d) The term "general worker" shall mean any employee whose primary duties include but are not limited to food preparation in any area, serving of food, setting up counters, cashiering, operating dish machine, HAACP regulations, and cleanup of kitchen facilities and service areas.
  - (e) It is further agreed by the parties that no employee shall hold the job of "Cook/Lead" or "Baker/Lead" except for one position at the bakery. These names will be kept on file in the Nutrition Office, DSEA office and with the Food Service Union.
- 2:10 The inclusion or exclusion of a newly-formed position will be submitted to the Public Employment Relations Board (P.E.R.B.), for determination.
- 2:11 If during the life of this Agreement, any administrative rules or regulations or Board policy will be inconsistent with the provision of this Agreement, the Agreement during its life will be controlling over the inconsistent language in such administrative rules and regulations or Board policy.
- 2:12 If any provision of any application of this Agreement to any employee or group of employees is held to be contrary to law and/or Department of Education rules and regulations, then such provision or application will be invalid, but all other provisions or applications of this Agreement will continue in full force and effect.
- 2:13 The Association and the Board will meet promptly to renegotiate the invalidated provisions(s) of this Agreement.
- 2:14 The Association and the Board agree that relatives shall not be employed in the same kitchen.  
Mother-Daughter-Son-Father; Wife;  
Husband; Sister-Brother (Immediate).
- 2:15 All Red Clay School Nutrition Employees are required to successfully complete a Basic Food Safety course within 1-year from their hire date. Existing personnel who are not ServSafe certified or an equivalent will be required to complete the Basic Food Safety course by January 31, 2016. The Basic Food Safety course is a 1-hour course held after scheduled work hours at a Red Clay School building. All staff attending the course will take a basic exam upon completion of the course. Employees will be paid 1-hour at their regular rate for attending the course.

### **ARTICLE 3 - ASSOCIATION SECURITY**

3:1 All employees in the collective bargaining unit for more than thirty (30) calendar days who are not, who do not become, or do not remain members will, during any such period of non-membership pay to the Association a service fee as determined by DSEA financial procedures, as a condition of employment.

3:2 Deduction of Association Dues or Service Fees

The employer agrees to deduct the monthly Association membership dues or service fees from the earned wages of each employee covered by this Agreement. Such deductions will be made after the employee executes the appropriate written form. On or before the first of each month, the Association will deliver to the District additional executed authorization forms under which Association membership dues or service fees for the current month are to be deducted. Dues or service fees deductions will be made from the bi-weekly payroll. Such deductions for Association 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, not later than the tenth of the following month. The Association will notify the employer thirty (30) days prior to any change in dues or service fees.

3:3 The Association will indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability that will arise out of or by reason of any action taken or not taken by the employer for the purpose of complying with any of the provisions of this Agreement.

### **ARTICLE 4 - GRIEVANCE PROCEDURE**

4:1 Definition

A grievance will be defined as a written claim by an employee or the Association that the terms of this Agreement, official written policy of the Board of Education, or written Administrative rules and regulations relating to salaries, employee benefits and/or working conditions have been violated, misinterpreted, or misapplied resulting in the abridgment of rights granted to the employee by such documents or by the Association that its rights under this Agreement have been violated.

4:1.2 A grievant is the employee, employees, or organization who files a grievance as provided for under this Agreement.

4:1.3 A class grievance is a grievance filed by the Association which asserts an effect on a group or class of employees. Any such grievance will contain sufficient information to clearly identify the aggrieved employees; such identity need not be names of employees.

4:2 Grievance proceedings will be kept as informal as appropriate at any level of the procedure.

4:2.1 Claims under this Agreement including claims for back wages, shall be valid for only the fiscal year (July 1 to June 30) in which the grievance was first filed in writing with the employer.

4:3 Days as used in this Article will refer to employee work days; however, when a grievance is submitted between May 1 and September 1, days will refer to calendar days.

4:4 Timeliness

4:4.1 All grievances to be considered under Article 4 must be initiated in writing at Step One within ten (10) days from the time of the incident giving rise to the grievance or the time the employee or the Association should reasonably have known of the incident.

4:4.2 All grievances should be processed as rapidly as possible; the number of days indicated at each step will be considered a maximum and every effort will be made at each step to expedite the process.

4:5.1 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits will constitute authority to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits will be deemed to be acceptance of the decision rendered at that step, except where time limits are extended by mutual written agreement of the parties.

4:5.2 Where grievance proceedings are mutually scheduled by the parties during work time, persons proper to be present will suffer no loss of pay. In the event of a dispute whether a person is proper to be present at the grievance, such dispute will be subject to resolution through the grievance procedure.

#### 4:6 Specific Procedures

4:6.1 An employee having a complaint or a problem will be encouraged to discuss it orally with his/her manager. The manager will respond to the employee's complaint no later than the end of the next workday after the meeting or forty eight (48) hours unless a weekend or holiday intervenes.

4:6.2 If the employee's complaint is unresolved at the informal step and is a proper subject for grievance under the definition set forth herein, the issue may be processed as follows:

4:6.3 Step 1. - The grievance will be reduced to writing, dated, and signed by the employee and representative.

The grievance will set forth the nature of the grievance, the remedy sought, and the specific provision of the Agreement, the Board policy, or the administrative rules and regulations alleged to have been violated. The Association will forward the grievance to the employee's immediate Manager within the time limits established herein. The Manager of Food Service/designee, will meet with the representative together with the employee within five (5) days of receipt of the written grievance to attempt to resolve the grievance. The Manager of Food Service/designee will communicate the decision in writing to the representative and the employee within five (5) days after the close of the meeting.

4:6.4 Step 2. - If the grievance is not satisfactorily resolved at Step One, it may be appealed to the Administrator of Human Resources/designee within five (5) days of the decision at Step One.

The Administrator of Human Resources/designee may meet with the employee within five (5) days of receipt of the written appeal to attempt to resolve the grievance. The Administrator of Human Resources/designee will communicate the decision in writing to the employee within five (5) days after the close of the meeting.

4:6.5 Step 3. - If the grievance is not satisfactorily resolved at Step Two, it may be appealed to the Superintendent/designee within seven (7) days of the decision at Step Two. The

Superintendent/designee will meet with a committee consisting of the President of the Association, the representative, and the aggrieved employee within seven (7) days of receipt of the written appeal to attempt to resolve the grievance. The Superintendent/designee will communicate the decision in writing to the President of the Association and through the President of the Association in writing to the employee within seven (7) days after the close of the meeting.

#### 4.7 Level Four - Submission to Arbitration - Binding

The decision of the Superintendent (or designee) will finally determine the matter unless the Association notifies the Superintendent in writing within ten (10) working days during school year and calendar days in the summer 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 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 its rules of Voluntary Labor Arbitration.

- 4:7.1 The decision of the Superintendent (or designee) will finally determine the matter unless the Association notifies the Superintendent in writing within fifteen (15) calendar days of a demand for arbitration which will state in reasonable detail the nature of the dispute and the remedy sought.
- 4:7.2 Where the Association files a timely demand for arbitration, Representatives for the Association and 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 its rules of Voluntary Labor Arbitration. The Association will represent the grievant at the arbitration hearing.
- 4:7.3 No claim will constitute an arbitrable matter or be processed through arbitration if it pertains to:
- (a) A matter where a specific method of remedy or appeal is prescribed by law;
  - (b) Any rule or regulation of the State Department of Education; however, failure to equitably apply such rules or regulations may be arbitrable;
  - (c) Any matter which according to law is either beyond the scope of Board authority or which the Board may not delegate;
- 4:7.4 Items (a) through (c) above, although not arbitrable, will be appealable through the grievance procedure, within ten (10) days of the Superintendent and/or designee's decision to the Board which will at its option hold a hearing concerning the matter or determine the matter on the basis of the written record. The Board will render its decision within thirty (30) calendar days of the date of the filing of the appeal to the Board.
- 4:7.5 Appeal to arbitration where other procedures of appeal are available will operate as a waiver of any such alternative method of appeal and such appeal will be signed by the Association and the employee involved.
- 4:7.6 The Association will file a statement to the AAA, American Arbitration Association, which will state in reasonable detail the nature of the dispute and remedy requested, a copy of which will be forwarded to the Director of Personnel Services.
- 4:7.7 If the Superintendent disagrees as to the arbitrability of the dispute, the Superintendent will convene a meeting, within ten (10) days, with the local Association President in an effort to resolve the differences between the parties.

4:7.8 If the disagreement over arbitrability persists, the arbitrator appointed under the procedures set forth herein will rule upon the question of arbitrability prior to hearing the merits of the dispute in question. The arbitrator will then proceed to hear the dispute on its merits or schedule a subsequent hearing if requested by either party.

#### 4:8 Redirecting Principles

4:8.1 Disputes concerning claims related to the following shall not be processed to arbitration:

- (a) Matters covered by Delaware law or by federal law;
- (b) Rules and regulations of the Delaware Department of Education, the State Board of Education and the U.S. Department of Education;
- (c) The content of or conclusions reached in employee observations and evaluations; however, grievances concerning the evaluation process may be grieved to binding arbitration.
- (d) Policies of the local school Board; and
- (e) Matters beyond the scope of the District's authority.

4:8.2 The arbitrator's written decision will not amend, modify, nullify, add to or subtract from the provisions of the Agreement. The decision must be based solely and only upon the arbitrator's interpretation of the meaning or application of the express provisions of the Agreement.

4:8.3 The decision of the arbitrator will be binding upon the parties.

#### 4:9 Arbitrability

If the parties disagree that an issue is inappropriate for arbitration, a separate hearing shall be held with an arbitrator whose fees and expenses shall be paid by the losing party.

4:9.1 The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room will be borne equally by the Board and Association. Any other expenses incurred will be paid by the party incurring same.

#### 4:10 Procedure

4:10.1 The arbitrator selected will hold hearings promptly and will issue a decision not later than thirty (30) workdays from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates this Agreement and will confine the opinion to the particular issue submitted. The arbitrator's decision will be final and binding.

4:10.2 The arbitrator, in the written opinion, will not amend, modify, nullify, ignore, or add to the provisions of the Agreement. The opinion must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

#### 4:11 Cost of Arbitration

4:11.1 The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room will be borne equally



by the Board and the Association. Any other expenses incurred will be paid by the party incurring same.

4:12 Miscellaneous

- 4:12.1 Commencing with the informal step (Section 4:6.1 of this Agreement) of the Grievance Procedure, the grievant may be represented by a representative selected or approved by the Association.
- 4:12.2 If the grievant does not choose to be accompanied and represented by an Association grievance representative, the Association will be notified and will have the right to be present and to state its views at all steps of the grievance procedure.
- 4:12.3 If the employee elects to be represented, he/she must still be present at any step of the grievance procedure where his/her grievance is to be discussed.
- 4:12.4 All documents, communications, and records which are developed in connection with the processing of a grievance will be filed in a separate grievance file.
- 4:12.5 It is understood that employees will, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the District until such grievance and any effect thereof will have been fully determined.
- 4:12.6 A form for filing grievances will be prepared jointly by the Association and the Administration, reproduced by the Administration and distributed to the Association so as to facilitate operation of the grievance procedure. Such form will be attached as Appendix C of this Agreement.
- 4:12.7 Meetings or hearings at any level of the grievance procedure may be waived by mutual agreement of the parties.
- 4:12.8 Grievances relating to suspension or discharge may be initiated at Step Two of the grievance procedure.
- 4:12.9 Whenever the terms "Superintendent", "Manager of Human Resources", or "President" of the Association are used in this article, it is understood by both parties that a designee may be named to act on behalf of such individuals.
- 4:12.10 If, in the judgment of the Association, a grievance affects a group or class of employees or the Association, the grievance will commence at a level appropriate to the occasion giving rise to the grievance.
- 4:12.11 The Board will provide the Association with copies of all grievances and written decisions of each level.
- 4:12.12 Neither the Board nor any agent thereof shall take any action against any employee for said employee's participation in any lawful activity of the Association, including the filing of grievances.

**ARTICLE 5 - NO STRIKE PROVISION**

- 5:1 The Association agrees that during the period of this Agreement, it will not, nor will any person acting in its behalf, overtly cause, authorize, or support a strike arising as a result of disputes over interpretation of this Agreement or any other matter over which the Board has jurisdiction.

The Board also agrees that it will not offensively lock out employees for the duration of this agreement.

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

- 6:1 The Board agrees to make available to the Association upon reasonable written request, budgets, reports, statistics, information and records necessary for negotiations.
- 6:2 A copy of current Board policy and Board minutes (agendas) will be mailed/mailed to the President of the Association as soon as they are made available. The Association may also, if it desires, pick up at the District office, copies of materials cited above. The Association will provide the Board with copies of its By-Laws.
- 6:3 A written list giving the names of the representative(s), the chairman of the grievance committee, and the officers of the Association, will be furnished to the employer immediately after their designation and the Association will notify the employer promptly of any changes in such list.
- 6:4 Accredited representatives of the State, National, and Local Association will be permitted to transact official Association business on school property at all reasonable times. The Association representative will obtain approval of the principal of the building or other person in charge of the building which the representative is visiting by reporting to the office. Such access will not be unreasonably denied.
- 6:5 Whenever members of the bargaining unit are mutually scheduled to participate in negotiations during working hours, they will suffer no loss of pay, provided that no more than three food service personnel are scheduled to participate.
- 6:6 The Association will have the right to use school buildings for Association business on the same basis as other school-affiliated organizations in accordance with District policy.
- 6:7 The Association may use the school office and District inter-office mail, district email system and bulletin board space for posting notices in areas readily available to employees and assigned for the dissemination of information by means of notices, circulars, or other similar materials pertaining to Association business under the following provisions:
- (a) The material must identify clearly the individual(s) and/or organization responsible for the information contained therein.
  - (b) A copy of the material for general distribution or an opportunity to copy material being distributed must be given to the building principal/designee prior to or at the time of posting or dissemination in that building. If the material is to be distributed or posted system-wide, a copy also must be furnished to the Superintendent/designee prior to or at the time of posting or dissemination.
  - (c) The mail, email system and bulletin boards may not be unreasonably used so as to interfere with the normal business of the school.
- 6:8 No employee will be prevented from wearing official pins or insignias of the Association or its affiliates.
- 6:9 If an employee is required to appear before the Board or an agent thereof concerning a matter which could adversely affect his/her continued employment, salary, or any increments, he/she will be given written notice and specific reasons for such meeting or interview

. Whenever possible, such notice shall be delivered at least forty-eight (48) hours in advance and at the end of the employee's workday. Any topic not included in the letter will not be covered at said meeting. An employee required to appear in this instance will be entitled to have an Association representative of his/her choice present to advise and represent him/her during such meeting or interview. In the event that less than 48 hours notice was provided, and the employee has not been able to arrange Association representation, the meeting will be rescheduled at a later time and/or date. Informal discussion with an employee by any member of the administrative staff pertaining to the employee's performance at his/her work location will not be precluded by the preceding language of this section; however, if as a result of such informal discussion, the employee perceives that the matter discussed could in the future adversely affect his/her continued employment, salary, or increments, the discussion will end.

- 6:10 No employee will be disciplined, reprimanded (verbally or in writing), terminated, or reduced in pay except for just cause. Any such action will be considered with due regard to privacy. Where an employee is suspended for disciplinary reasons and that suspension is not revoked through the grievance procedure, said employee upon exhausting the grievance procedure will have deducted from his/her paycheck an amount of pay equal to the number of days of said suspension.
- 6:11 The Red Clay Consolidated 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:  
To exercise executive management and administrative control of the school system, its properties and facilities, and direct the work activities of its employees;  
To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for 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 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith will be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Delaware, and the Constitution and laws of the United States.
- 6:12 Nothing contained herein will 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.
- 6:13 In a bona fide emergency affecting the health, safety or welfare of the students of the District, the Board/designee may take appropriate action.
- 6:14 The Association will distribute copies of this Agreement to all current and new employees. The Board will provide the Association with sufficient copies for this purpose; the number of current employees plus an additional 25 copies.
- 6:15 The Board reserves the right to enter into a contract, subcontract, or agreement with any person, persons, organizations, company or companies which will affect services normally provided by this bargaining unit.

In the event the Board determines the need to exercise the above right, the Superintendent will appoint a committee, of which the Association may appoint three (3) members, two (2) of which must be employees, to make recommendations for Bid Specifications. The recommendations must be submitted to the Superintendent within sixty (60) calendar days of appointment of the committee. The committee may also submit minority viewpoints. Services to be provided by the successful bidder/vendor will not commence prior to six (6) months from the appointment of this committee. This Agreement will terminate upon the actual assumption of services by the successful bidder/vendor.

- 6:16 Students may perform work in the cafeteria under the direction of a teacher/staff supervisor. The staff person will make periodic visits and will be in contact with the food service manager. (Said students will not replace cafeteria employees.)
- 6:17 Administrative directives which are not confidential to administrative and supervisory personnel and which affect the employment relations of employees will also be mailed/emailed to the Association President at the time of the issuance or posting of the directive.
- 6:18 The employer recognizes and agrees to deal with the accredited Association representative and Association President or his/her representatives in all matters relating to grievances and the interpretation of the Agreement.
- 6:19 The Association will have the right to use school facilities and equipment in place by qualified operators when such equipment is not otherwise in use. The Association will 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 will be obtained from the building principal where the equipment is located.
- 6:20 Nutrition Service Staff including leads shall not be faulted except with just cause when there is a shortage or lack of food supplies.
- 6:21 Employees who are normally assigned to one building and are required to work at another building due to an emergency situation shall receive their regular salary rate plus mileage for travel time provided the travel is done during the person's normal work time.
- 6:22 Food Service employees are not expected to clear tables after each lunch; except allergy tables which need to be cleaned after each lunch: however, it is reasonable for these employees to assist in minor clean up, if needed. Cleaning and sanitizing tables at the conclusion of the work day will continue to be the responsibility of the cafeteria staff.
- 6:23 State and Federal guidelines prohibit eating in any food preparation and/or handling areas. The policy of not taking food and drink out of the cafeteria remains in effect. This policy shall be posted and also a copy shall be sent to the Association.
- 6.24 The procedure for handling extreme temperature situations must be the same for all schools and will be in accordance with procedures set forth in the most current edition of the RCCSD School Nutrition Employee Handbook. Changes to the procedure will be discussed with the Association and reviewed with employees prior to implementation.

## ARTICLE 7 - SENIORITY, LAYOFF, AND RECALL

- 7:1 The term seniority as used in this agreement will be calculated as the length of continuous service in a food service position in the District adjusted for periods of layoff or leaves in accordance with other sections of this agreement.
- 7:2 The Personnel Office will annually publish a list of all employees by classification in seniority order. For purposes of this article there shall be four (4) classifications: Baker, Cook, Lead Worker, and General Worker. This list will be posted in each building by March 15 of each year. Employees who wish to appeal their placement on this list must do so in writing to the Personnel Office by April 30 each year. An employee's failure to question prior to April 30, his/her placement on the first posted list, will preclude the assertion of incorrect placement in challenging any subsequent actions having to do with seniority. Once an appeal has been adjudicated, no further appeal for the same reason will be honored. A copy of the draft and final version of the seniority roster will be provided to the Association President.
- 7:2.1 In the event two (2) or more employees in the same classification have the same seniority date, a lottery will be used to break the tie. The lottery results that were in effect in 1980-81 will be utilized wherever possible. Ties that are created by a person moving to a new classification or as a result of adjustment because of leave of absence will be broken by placing the persons new to the classification at the top if it was a downgrade, at the bottom, if it was an upgrade or a result of a leave. In the event of ties that cannot be solved by the above procedures, a new lottery will be conducted.
- 7:2.2 Beginning July 1, 1991, newly hired employees will have a seniority date which reflects the effective date of employment as a regular staff member. Newly hired employees will be assigned a number upon completion of TB test. This seniority date shall apply only for rifting (lay off), recall, and transfer.
- 7:3 An employee will lose his/her seniority and all rights thereto under this Agreement for the following:
- (a) Resignation or discharge for just cause (and the discharge is sustained).
  - (b) Retirement.
  - (c) Failure to return to work from a leave of absence or failure to notify the District of intent to return to work within the specific time requirements.
  - (d) Failure to respond to proper recall notice or laid off for more than two (2) years.
- 7:4 Probationary Period
- 7:4.1 New employees will serve a probationary period of sixty (60) work days which may be extended an additional thirty (30) work days for lead and cook positions only. Following each probationary period or extension, each new employee will have a conference with the Director of Nutrition Services or designee and written notification to include performance concerns to the employee and Association, unless the probationary period is concluded earlier due to performance or disciplinary concerns
- 7:4.2 Upon satisfactory completion of the probationary period, the employee's seniority will be established as the date of hire.
- 7:5 Layoff

- 7:5.1 If a reduction in force is necessary beyond normal attrition, the Superintendent will determine the number of positions that will be reduced, as well as, the date such reductions are needed and will apprise the involved employees and the President of the Association of this information by the last pupil day.
- 7:5.2 Upon notification that her/his position has been identified for elimination or an employee is being bumped from her/his position, an employee will be:
- (a) Able to select a transfer to an open position in her/his classification, if such a position is available, and/or bump, if seniority allows, the least senior employee within the same classification;
  - (b) If (a) is not available, an employee will be able to select a transfer to an open position in a lower classification if such a position is available, and/or bump, if seniority allows, the least senior employee in a lower classification; or
  - (c) laid off.
- 7:6 It is understood by both parties, that changing a person's number of hours, is considered a reassignment.
- 7:7 An employee exercising his/her right to be transferred to the same or lower classification rather than being laid off will receive the salary rate of the classification to which she/he is being transferred.
- 7:8 An employee who selects layoff rather than bumping to a lower classification will be eligible for recall only to the classification from which laid off.
- 7:9 Employees on Board approved leaves of absence will be subject to the layoff provisions of this article.
- 7:10 Recall
- 7:10.1 Employees except as provided in Section 7:8 will be recalled in seniority order according to the classification.
- 7:10.2 Notification of recall will be by telephone. If attempt is unsuccessful by telephone, a certified letter will be sent. The person will be expected to respond to the offer within five (5) calendar days from the post marked date on the certified notice. No response will be interpreted as a refusal.
- 7:10.3 The person who accepts recall will report to work on the date indicated by the administration or at a later mutually agreeable time. A person may have at least seventy-two (72) hours to report to work.
- 7:10.4 A person who refuses a position will be removed from the recall list and the District will have no further obligation to the person.
- 7:10.5 Employees who are laid off will be automatically placed on the recall list in seniority order for a period equal to their length of service but not to exceed two (2) years. To remain on the recall list for a second year, the employee must notify the District Personnel Office by certified mail, return receipt requested, in person, or via email, one month prior to the end of the first

year that he/she wishes to remain on the recall list for the second year. It is the employee's responsibility to obtain acknowledgement of the email.

7:10.6 Time lost by an employee laid off under the provisions of this article who is subsequently recalled under provisions of this article will not be considered to interrupt continuous service; but such time will not be counted toward additional service.

7:10.7 Employees who are eligible for recall must keep the District informed of any changes in their address or telephone number. All changes must be submitted in writing to the Personnel Office or via email. All emails require verification of receipt.

## **ARTICLE 8 - TRANSFERS AND PROMOTIONS**

8:1 Notices for regular vacancies within the bargaining unit and cafeteria managers, and assistant managers, cooks, bakers and lead workers, except for less than four (4) hour entry level positions (general workers), will be posted in each building in the District as such occur and a copy of each posting will be sent to the Association President. Notices will be posted for at least five (5) working days prior to the application deadline. No regular appointment will be made until after the deadline for filing applications. Requests for lateral transfers within the same classification in the bargaining unit will be disposed of prior to considering requests of other candidates seeking promotion.

(a) All known current vacancies shall be posted via the internet and a hard copy to each building no later than the last workday for all employees in the bargaining unit. Any vacancies identified after the last work day may be posted after the last work day provided that the Director of Nutrition Services notifies all school nutrition staff of the posting with School Messenger call sent to current number on file.

8:1.1 Entry level positions (general workers) will be filled according to the following procedure:

- (a) A transfer file will be maintained for the position of less than four (4) hour general worker.
- (b) Persons who desire a transfer will complete the proper form (Appendix D) which may be secured from the manager of the building, Manager of Food Service, or the Personnel Office.
- (c) Request for transfers must be submitted to the Manager of the building or Director of Nutrition Services during the period May 1 through May 31 to be kept on file and used to fill positions for the following July 1 to June 30.
- (d) If an employee is offered a transfer and refuses, he/she will receive no further such offer until the next reopening period.
- (e) Persons who request a transfer will be selected for the transfer according to Section 8:3 and 8:4 of this Article.
- (f) Vacancies that cannot be filled through the transfer process will be posted within fifteen (15) days.

8:2 The written notice of vacancy will contain:

- (a) type of vacancy;
- (b) position description, including number of hours;

- (c) location;
- (d) starting date;
- (e) qualifications;
- (f) salary; and
- (g) other relevant information.
- (h) Employer shall render a decision within five (5) working days upon the completion of the interview process.
- (i) Employees are responsible to keep the Nutrition Office informed of summer address and telephone numbers.

8.3 Employees who desire a transfer to a posted position may apply as specified in the posting notice. The decision on transfer requests will be determined by the following criteria which are listed according to priority:

- a) 1) Performance evaluations
- 2) Disciplinary record
- 3) Record of attendance
- 4) Food service experience
- 5) Education/training

b) Where qualifications as outlined above are substantially equal, and where the requirements of the District's affirmative action plans do not dictate to the contrary, the employee having the most seniority will be granted the transfer.

8:4 Interviews may be held to further clarify information in the application.

8:4.1 Employees will have 48 hours, not including weekends or holidays, to accept the offer. Failure to accept an offer will cancel the request.

8:5 If an employee is denied a transfer, written reasons will be given upon request of the employee.

8:5.12 An employee must have six (6) months service in the District to be eligible to apply for transfer. Employees are not eligible for more than two (2) transfers per year.

#### 8:6 Involuntary Transfer

8:6.1 Although the Board and the Association recognize that frequent involuntary transfer(s) of employees may be disruptive to employees they also recognize that such transfers are sometimes necessary.

8:6.2 At least forty-eight (48) hours notice of proposed involuntary transfers or reassignments will be given to the employee involved and the Association unless unusual circumstances exist.



- 8:6.3 An employee may request a meeting with her/his Manager or other appropriate administrative official/designee, accompanied by her/his association representative, to discuss the transfer.
- 8:6.4 Employees will not be involuntarily transferred to other than existing vacancies, except as organizational needs and legal requirements dictate.
- 8:6.5 Where transfers are deemed necessary and such transfers are involuntary, the least senior employee will be transferred unless the sending or receiving schools' operational needs, requirements of law, court order or affirmative action programs dictate otherwise.
- 8:6.6 An involuntarily transferred employee will be given the option to return to her original assignment when a vacancy occurs, if he/she requests in writing within ten (10) days of the notice of involuntary transfer. Involuntary transfers will not be used as a disciplinary action, but instead employees may be reassigned as part of their progressive discipline or performance improvement plan.
- 8:6.7 An involuntarily transferred employee will be placed in seniority order in the receiving school.
- 8:7 Promotion  
The term "promotion" is defined as a change in job classification with an upgrade in responsibility and wages.
- 8:7.1 Employees to be considered must submit a letter of interest and resume in accordance with the posting notice. All internal applications that meet the minimum qualifications stated in posting, as demonstrated through the letter of interest and resume, will be granted an interview. The Director of Nutrition Services will notify the Association President when interviews for positions within the bargaining unit will be conducted. A Member of the bargaining unit will be appointed by the association president to be in the interview committee. The Nutrition Services Manager will make every effort to schedule the interviews at a mutually convenient time, however interviews will not be rescheduled if a union representative cannot attend due to a scheduling conflict.
- 8:7.2 Selection for positions will be determined by the following criteria which are listed in priority order:
- (a) 1-Performance evaluations
  - 2-Disciplinary record
  - 3-Record of attendance
  - 4-Food service experience
  - 5-Education/training
  - 6- interview
- (b) When qualifications and other relevant factors are substantially equal and where the requirements of the District's affirmative action plans do not dictate to the contrary, the employee having the most seniority will be granted the promotion.
- 8:7.3 If an employee is denied a promotion, written reasons will be given upon request of the employee.
- 8:7.4 Each promotion will be subject to a probationary period of sixty (60) work days which may be extended an additional thirty (30) work days for lead and cook positions only. Following each probationary period or extension, each employee will have a conference with the Director of Nutrition Services or Nutrition Specialist and written notification to include performance concerns to the employee and the Association, unless the probationary period is concluded

earlier due to performance or disciplinary concerns. Should the Director or the employee decide that the promotion is not successful, the employee will have the right to return to a position with similar hours and job classification as to the one they held prior to the promotion. The employee will receive the rate of the classification from the first day upon the job in the new classification.

8:8 It is understood by the Association that nothing set forth in this article will prohibit the Board from simultaneously seeking candidates from outside the bargaining unit for vacancies; however, it is understood by the Board that where an individual in the bargaining unit is qualified, the employee within the bargaining unit will receive the appointment.

### **ARTICLE 9 - HOURS OF WORK AND PREMIUM RATES**

9:1 The Director of Nutrition Services will establish hours of work for Nutrition Services employees based upon the need for such services. Additional time deemed necessary which cannot be less than a 15-minute increment will be authorized by the Nutrition Services Manager for that school or the Director of Nutrition Services to complete required State and Federal paperwork, day-end computer and banking procedures and production sheets.

9:1.1 Prior to an increase in the regular hours of an employee in a specific worksite, the Director of Nutrition Services will notify the Association President of such change and will provide a substantiated operational need.

9:2 The normal work year for employees shall be equal to the number of student days within the regular school year as approved by the Board, on which meals are served at each school level. One (1) start-up day and one (1) cleaning day shall be added to the work year.

9:2.1 When the District closes due to an unforeseen emergency situation, the following process will apply:

- a) If school is canceled and students are required to make up the day, employees will not report to work on the day that is canceled. The employee will make up the day designated by the Board as a makeup day.
- b) If school is canceled and students are not required to make up the day, employees will be charged a deduct day.
- c) For every two (2) days schools are canceled due to inclement weather and students are not required to make up those days, the District will provide opportunities to make up one (1) days worth of scheduled hours. Make up time opportunities available may be on scheduled in-service days and/or extend beyond the school year, no later than July 1<sup>st</sup>
- d) Employees sent home during their time of work due to school closings for inclement weather or other types of emergency situations will be paid for the number of hours they are scheduled to work and be reassigned or sent home.
- e) The Employer-Employee Relations Committee will meet to begin discussions regarding a make-up schedule no later than April 1<sup>st</sup> of each year. The final schedule will be determined by administrative staff as soon as possible after April 1<sup>st</sup>. This shall also apply to make-up time related to school closings prior to employees reporting to work.

9:2.2 High schools and Wilmington Campus have less meal service days than other schools.

- (a) At the beginning of the year, for reduced meal service days, high school employees  
Will choose

1. Deduct and not work those days. Selection of deduct option will not affect eligibility for the good attendance bonus.
  2. Substitute in other buildings.
- (b) On reduced service days, Wilmington Campus employees will substitute based on operational needs. Otherwise they will be expected to attend to special cleaning projects.
  - (c) Volunteers and least senior employees will be called to substitute unless operational needs dictate to the contrary.
  - (d) Preferences for location and hours for substituting will not be honored. Assignment will be based on operational need.
  - (e) Unless there is an emergency situation, employees who serve as substitute workers in other buildings will be assigned regular cafeteria duties and not end-of-year duties.

9:3

Work Week: The normal work week will consist of total assigned hours, exclusive of an unpaid lunch break, and be Monday through Friday; however, the parties recognize that on occasion other schedules may be necessary and may be implemented provided:

- (a) Any alternative to the Monday through Friday schedule will be timely discussed with the Association before it is implemented;
- (b) All time worked on any Saturday will be paid at a rate of time and one-half and any work on Sunday will be paid at the rate of double time;
- (c) The premium pay will be considered the same as overtime and equitably distributed in accordance with the overtime distribution provision of this agreement;
- (d) The alternate work schedules will not be utilized to diminish Saturday and Sunday overtime for employees assigned to the Monday through Friday schedule who normally service community groups on such Saturdays and Sundays; and
- (e) The development of a variable schedule will not increase the workload of employees on the regular Monday through Friday schedule.
- (f) On those days when two (2) or more employees are absent and no substitute is available and the manager or assistant manager is unable to complete the "normal workday," the overtime will be given to all workers present to finish the day. (Also refer to Article 9:10.1 "Normal Workday").

9:4

Work Day: Total assigned hours of work exclusive of an unpaid lunch (minimum of 15 minutes) will constitute a normal work day. The minimum work day will consist of three (3) hours. Only employees who work 5 or more hours are entitled to a 15-minute paid rest period during their normal workday. No employees are allowed to take their 15-minute paid rest period or their unpaid lunch at the end of the day.

9:4.1

Bank Bag Procedure

The procedure for handling the money bag must will be in accordance with procedures set forth in the most current edition of the RCCSD School Nutrition Employee Handbook. Changes to the procedure will be discussed with the Association and reviewed with employees prior to implementation.

9:5

Overtime and Extra Hours Worked

Overtime Definition: Overtime is defined as any hours worked over 37.5 hours per week. On Saturday, employees will be paid time and one half (1.5X) for all hours worked past an aggregate of thirty-seven and one half (37.5) hours in each normal work week. Double time (2X) will be paid for all hours worked on Sunday. All overtime hours must have prior approval from the Nutrition Services Manager.

Straight Time Definition: Hours worked beyond the employees normal weekly scheduled hours that is less than 37.5 hours, Monday through Friday. This time will be paid at the employees regular rate.

9:5.1 Distribution: Additional hours will be distributed to "all" available employees working within a given job site based upon operational needs and employee skill set. Employees qualified to perform the available additional hours will be offered hours on a rotational basis by seniority. Additional hours will be rotated daily unless the position is offered for longer than five days or employee's regular assigned hours are no longer conducive with the scheduled additional hours required (exception Board Dinners). The rotational schedule is to be posted in a conspicuous place in each kitchen and must be initialed and dated by each employee as he/she works the additional hours. A "standard form" will be assigned to each cafeteria. Employees skipped due to the "skill set" will be offered the next available additional hours for which they possess the skills so not to be subject to a full rotation on the seniority list. Employees undergoing discipline within the most recent 60 work days will be skipped from the rotational schedule.

9:5.2 Extra Hour Assignment: Overtime work assignments will be determined at the discretion of the employer consistent with the provisions of Section 9:5.1.

9:5.3 In the event an employee does not have a telephone in his/her home, he/she will not be considered for overtime where telephone contact is necessary. If an employee is called at home to be offered additional hours by the manager and an answering machine is reached or there is no answer after eight (8) rings that employee will be skipped and the manager will proceed with the rotation. An employee who is skipped will be included in the next rotation.

9:5.4 Payment for the additional hours will normally be made in the next payroll following the pay period in which the work was performed, providing the time was reported by the employee in accordance with District procedure.

9:6 An employee who is required to work in a higher rated classification shall automatically receive the higher rate of pay in said classification for the number of hours actually worked in such classification.

9:6.1 Salary schedules will be posted in all buildings so that employees are aware of the amount of extra pay they will receive if they work in a higher classification.

9:6.2 Up to ten (10) days leave with pay will be granted annually to the President of the Association or a person designated by the President to perform her official Association functions. Proper application procedures must be followed to be released for this purpose.

9:7 The employer reserves the right to reasonably modify starting and quitting times of employees. The employer will normally notify the employee(s) involved at least forty-eight (48) hours in advance of such change; however, in the event of an emergency, the employee(s) will report as requested without regard to the aforementioned forty-eight (48) hours notice.

9:8 Current employees who are required to replace other employees on leave of absence shall not have her/his hours decreased for the duration of the assignment.

9:9 Substitutes

9:9.1 The employer will make every reasonable effort to obtain a substitute when an employee is absent. In the event a substitute is obtained he/she will be placed in a three and one-half (3<sup>1</sup>/<sub>2</sub>) hour position. The remaining time and exact time of day will be distributed by the manager in order by the displayed rotational schedule. A rotational schedule for all buildings will be maintained and posted in a conspicuous place in each kitchen and should be initialed and dated by each employee as she/he works the additional hours. *If the site manager or field operations manager decides the additional time is not needed for the day due to operational need, the manager or field operations manager will submit a request to the Nutrition Director for approval to not distribute the remaining additional time for that day.*

9:9.2 Substitutes will only be used to fill day-to-day and temporary absences. A temporary absence will be defined as those openings in the bargaining unit resulting from leaves of absences and vacancies that occur between April 1st and the end of the school year.

(a) For cases in which a substitute cannot be obtained for a three and one-half (3.5) hour or four (4) hour worker in a kitchen with two (2) to three (3) employees, the joint labor team of lead and manager will discuss necessary adjustments to provide for the smooth operation of that kitchen, it is understood, however, that it is the decision of the manager as to what adjustments need to be made.

(b) For cases in which a substitute cannot be obtained for a three and one-half (3<sup>1</sup>/<sub>2</sub>) hour employee in a kitchen with more than three employees, if the manager is not present and cannot be contacted, the lead will make necessary adjustments to provide for smooth operation of that kitchen. Such adjustments may include closing A La Carte, closing Dish room, changing the menu, etc. It is understood, however, that it is the decision of the Manager as to what adjustments need to be made.

9:9.3 Managers, Assistant Managers and any other school administrators are not to be used in the cafeteria as substitutes except in emergencies as needed.

9:9.4 Under normal conditions, substitutes will be given on site assistance by the assistant manager or manager. Before beginning, substitutes will receive a comprehensive 3.5 hour Nutrition Services training including a combination of instruction and onsite job training to be conducted by a manager or assistant manager. Topics to be covered in the substitute training will be discussed with the Nutrition Services Union Liaison committee. If there is a severe need for an additional worker in the kitchens, a substitute may be sent out prior to being trained and will receive formal training as early as possible.

9:10.1 The term "normal workday" as used hereafter shall mean the hours consisting of all preparation, all serving and all end of day procedures, for each individual kitchen/cafeteria.

End of day procedures:

1. Count and store all leftover foods (including any necessary time for cooling according to HACCP).
2. Clean and sanitize all work areas.
3. Clean, sanitize and store all pots, pans, utensils, etc.

4. Clean and sanitize all equipment used.
5. Clean and sanitize dishwashers sink areas and sweep all serving areas and kitchen floors.
6. Computer day end procedures.
7. Store all equipment and lock up.
8. Any additional jobs required to complete the workday.

9:10.2 In the absence of a Lead Worker, and no one in the kitchen is willing or has the knowledge or experience to replace him/her, a Manager, Assistant Manager, Nutrition Services administrator or designee will fill in for the absent Lead Worker. The job will be performed according to all health guidelines.

- (a) All leads and cooks/bakers are required to achieve ServSafe certification or an equivalent. It is a requirement for anyone performing as a lead worker or cook/baker, including acting leads/cooks/baker.

9:10.3 Special functions and duties shall be defined as any work above and beyond the Federal child nutrition program that are beyond the requirements of the Federal School Nutrition Programs and there is not enough work to complete these assignments during the regular workday, employees will be paid for the extra time to complete these tasks beyond their normal scheduled hours, including next day clean-up.

a) If an employee is asked to pick-up items and deliver them, the employee will be paid for time and mileage from home to the destination at the state approved mileage rate, according to Section 15:4, unless a District vehicle is used.

b) The District will offer an annual Catering Training Certificate program to qualify employees to meet District catering expectations. The voluntary program will be offered during the summer to interested employees. A certificate will be presented upon completion.

9:10.4 Employees will not normally be expected to perform custodial duties as outlined in the custodial position guide.

9:11 Mandatory in-services will be scheduled during the year at a time when it will not be disruptive to the service of meals. The staff development dates and times will be announced in writing by the Nutrition Office prior to the start of the school year except in the case of the first day back from summer break which will be made known on or before the last work day of the previous year. Length of in-service will be included in notice. Under extreme circumstances, unplanned in-services will be discussed with the Union team prior to scheduling. It is agreed that no employee will be disciplined for not being able to attend an unplanned in-service for a legitimate reason.

## **ARTICLE 10 - SAFETY COMMITTEE**

10:1 A Safety Committee comprised of Association and Employer representatives will be established. The functions of the committee will be as follows:

- a. Define concepts surrounding safe and unsafe working conditions; to be completed within 3 months of ratification of the new language surrounding this committee;
- b. Establish a protocol for routine safety inspections;
- c. Develop materials for inclusion in the employee handbook that promote safe practices;
- d. Recommend professional development in the area of workplace safety

The employer and the Association will cooperate in the enforcement of safety regulations; however, should an employee feel that serious unsafe or unhealthy situations exist, s/he will notify their site-based manager immediately. If the issue is not rectified by the site level manager, the employee will not be expected to continue working in the unsafe or unhealthy situation until it has been corrected or declared adequately safe by a joint labor management team which consists of the Association representative and the Director of Nutrition Services or designee. While the issue is being considered, the employee will be assigned other duties by the Director of Nutrition Services.

- 10:2 If the matter is not resolved, then it should be referred to the Delaware Safety Council who will make recommendations to the Safety Committee.
- 10:3 The District will provide the local portions of Health Insurance contribution and the local stipend for an employee on workman's compensation. The benefits will be paid based on the maximum duration of the short-term disability benefit allowed under The State of Delaware's Disability Insurance Program. For those employees who remained in the State of Delaware's Disability Pension plan, the benefits will be paid through the maximum duration of the disability pension preparation period.

#### **ARTICLE 11 - SALARIES AND EMPLOYEE BENEFITS**

- 11:1 The salaries of all employees covered by this Agreement will be the salaries as prescribed by Chapter 13, Title 14, plus a supplement from District funds in the amounts in the schedule set forth in Appendix A which is attached hereto and made a part hereof.
- 11:2 Employees will follow the state direct deposit guidelines.
- 11:3 All increase in state salary schedules and schooling supplements, state bonuses, and state cost-of-living adjustments will be passed on to all employees unless contrary to law. Employees will be credited with a maximum ten (10) years of full-time experience from cafeteria style food service establishments such as: hospitals, nursing homes, sub shops, restaurants-such as-grill line worker, sandwich worker or short order cook, other school district cafeterias and those who worked as substitutes in Red Clay for more than six (6) consecutive months.
- 11:4 Employees will receive longevity hourly increments in accordance with the following: See Appendix A.
- 11:5 Professional Development
- a. Employees who have successfully completed the Food Service unit courses shall receive an additional stipend per hour. The stipend shall be paid upon completion of the course and verification of such. See Appendix A.
  - b. For employees who are required to obtain ServSafe Certification as a condition of employment, the Nutrition Department will pay for the course and materials, and the employee shall be paid once for their time attending the course for each renewal period. If additional attempts to successfully pass the course are needed, the district will pay for the course and materials, however the employee will not be paid for their time to attend the course.
  - c. Employees who earn SNA certification will receive:
    1. Level 1- \$100.00 per year Level 2- \$125.00 per year Level 3- \$150.00 per year
    2. To be renegotiated upon the expiration of the current contract.
- 11:6 Additional lead worker, baker/lead worker hourly increase: See Appendix A.

- 11:7 Additional cook hourly increase: See Appendix A.
- 11:8 Fringe Benefits  
 In no event will the members of this bargaining unit receive less in fringe benefits than those received by members of the teacher bargaining unit.
- a) The parties agree to re-open negotiations during the 2017-2018 school year regarding healthcare and fringe benefits once the Office of Management and Budget announces changes for state employees, if necessary.
- 11:8.1 Employees working thirty (30) hours per week, will be eligible to receive Blue Cross/Blue Shield/HMO or other qualified medical coverage provided by the State through participation in the State of Delaware Group Plan, up to the limits provided by the schedules. (To be determined by Teacher Negotiations.)
- 11:8.2 Employees who work twenty (20) hours per week or more but less than thirty (30) hours per week will receive one-half of the Board premium set forth in Section 11:9 for use toward Blue Cross/Blue Shield/HMO and one-half of the Board stipend in Section 11:9 for use for other benefits.
- 11:8.3 Employees who work ten (10) hours per week or more but less than twenty (20) hours per week will receive one-fourth (1/4) of the Board premium set forth in Section 11:9 for use toward Blue Cross/Blue Shield/HMO and one-fourth (1/4) of the Board stipend in Section 11:9 for use for other benefits.
- 11:9 Where a cook or general worker is in charge of a kitchen in the absence of the lead worker, such employee will be paid an additional lead worker rate, as per Section 12:7, with each year. In addition to regular salary the employee needs to be compensated for the added responsibility.
- 11:10 Employees are expected to follow attendance procedures regarding sick time, personal time, and vacation time. If an employee uses more time than allotted and goes into deduct, this excessive absenteeism will be subject to disciplinary action up to and including termination. The district will pay a perfect attendance bonus of \$250 to those employees who do not have any absences for the school year. The district will pay a good attendance bonus of \$200 to those employees who have no more than three absences for the school year. For the purposes of this article, absences shall be defined as sick or personal days. The bonus will be paid in the 22nd pay for the school year.
- 11:11 11:11- A Culinary Training Program will be available to all employees annually through DTCC or DOE. This program will be scheduled after regular work hours and without compensation. If there are no programs available through DTCC or DOE, Red Clay will make an effort to find or offer an alternate culinary training program. If employees find an alternate culinary training program they are interested in attending, they can submit for pre-approval to the Director of Nutrition Services in order to qualify the training as an equivalent to the program offered through DOE/DTCC.
- 11:12 As needed, the nutrition department will post available mentorship positions within the department. The mentorship positions will be awarded in accordance with promotion criteria in section 8:7.2. The mentorship position and stipend will remain with the awarded candidates until such time they elect to discontinue participation in the program or become subject to disciplinary action. Each employee awarded with a mentorship position will be paid an



additional stipend per hour for time spent directly training employees on-site as assigned and scheduled by the Director or Nutrition Services or other designee.

## **ARTICLE 12 - DISCRIMINATION**

- 12:1 The Board and the Association agree that all practices, procedures, and policies of the District will clearly exemplify that there will be no discrimination in the hiring, training, assignment, promotion, transfer, evaluation or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, age sex, sexual orientation, domicile, marital status, handicap, genetic information, veteran status, or any legally protected characteristic.
- 12:2 The Board or its designated representatives will not discriminate against, interfere with, restrain nor coerce employees in the right to organize or to join or participate in lawful Association activities or to refrain from so doing.
- 12:3 The Association recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

## **ARTICLE 13 - EVALUATION**

- 13:1 Evaluation and judging of an employee's work performance will be for, but not limited to, the following purposes:
- (a) To provide employees with feedback and support for continuous self-improvement.
  - (b) To provide an atmosphere of cooperation between Managers and employees throughout the evaluative process.
  - (c) To provide information for making judgments about personnel promotions, reassignments, transfers, demotions, and dismissal.
- 13:2 A conference will be held with the employee to discuss his/her evaluation report and to obtain the employee's signature. Such signature only indicates that the report has been read by the employee, and in no way indicates agreement with the contents. A copy of the evaluation report will be given to the employee one day in advance of the conference.
- 13:3 Within ten (10) working days of receipt of an evaluation, the employee may respond in writing. The employee will submit a copy of his/her response to the evaluator who will attach the response to the evaluation report and forward both to the appropriate office for filing.
- 13:4 Any non-probationary employee whose job performance is not up to the district's expectations will be notified of such and will be given the necessary assistance and prescriptive program within reason to help the employee improve his/her performance prior to the end of the year evaluation report. Prior to a written prescriptive program being developed, unsatisfactory performance must have been brought to the employee's attention and twenty (20) working days given to demonstrate improvement.
- 13:5 (a) Evaluations of employee work performance shall be done by Managers/Assistant Managers or the Food Service Manager. If the Manager/Assistant Manager is physically unable to observe and do the evaluation, it should be done by the Food Service Manager. The reverse shall be true if the Food Service Manager is unable to observe and evaluate.
- (b) The Employer-Employee Relations Committee will review the evaluation procedure and will make suggestions for changes by May 1 of each year.

- (c) Attendance may be part of an employee's evaluation if Management establishes that there is a pattern of abuse of sick leave.

**ARTICLE 14 - PERSONNEL RECORDS**

- 14:1 Personnel files on each employee will be maintained in a central location and employees will be notified of that location.
- 14:2 The Board agrees that it will maintain only one personnel file for each employee.
- 14:3 An employee will have the right to review the District's personnel file pertaining to the employee, with the exception of confidential materials, at a time mutually agreeable to the employee and the personnel officer/designee. In any event, such review will take place within five (5) working days, provided there are not an inordinate number of requests. Confidential materials will be defined as references, interview records and similar materials gathered in connection with the employee's application for a position in the District.
- 14:4 An employee may have a representative of the Association present during such review; however, the personnel file will not be taken from the office by the employee and will be examined in the presence of the personnel officer/designee.
- 14:5 The employee will affix her/his signature to all evaluative material to be placed in his/her file to indicate that he/she has seen the material. The Association will be informed in writing if any employee refuses to sign material placed in her/his file. A meeting with the employee, the Association President/designee and the administrator will be held at a mutually agreeable time. At this time, the administrator will once again request that the employee sign the material in question. If the employee refuses to sign, the Association President/designee will sign a statement typed on the material for this purpose. The statement will read:

"I have witnessed \_\_\_\_\_'s refusal to sign this material."  
Employee's Name

Association President or Designee \_\_\_\_\_ Date \_\_\_\_\_

- 14:6 Any document regarding an employee's performance which an employee either has not signed or been given the opportunity to sign will not be placed in the employee's file or will not be utilized in any proceeding against him/her.
- 14:7 The employee will have the right to answer any material filed, and the answer will be attached to the file copy.
- 14:8 Employees may receive copies without charge of up to ten individual pages of non-confidential documents filed in the personnel files. Once the employee has received ten (10) free copies, she/he will be charged ten (.10) cents per copy for each page of additional non-confidential material received except as provided in other provisions of this Agreement.
- 14:9 An employee may request in writing to the personnel officer that material she/he deems unfavorable contained in the personnel file be removed. If the request is approved, such documents and all directly related documents will be removed. The employee will be advised in writing of the disposition of her/his request.



- 15.8 At point of hire, the District will provide each new employee information regarding membership in the Association. The information will be provided by the Association.

#### **ARTICLE 16 - DURATION OF AGREEMENT**

- 16:1 This Agreement will be in effect as of August 22, 2023, and will continue in effect until August 22, 2026, subject to the Association's right to bargain over a successor Agreement.
- 16:2 This Agreement will be binding on the parties, their successors, and assigns for the duration of the Agreement in accordance with Chapter 13, Title 19, of the Delaware Code unless specifically prohibited by law. Bargaining over a successor agreement will begin no later than March 2, 2026, upon request of the parties.
- 16:3 In witness thereof, the parties hereto have caused this Agreement to be signed by their respective designees, all on the day and year first above written.
- 16:4 This Agreement will continue in effect until replaced by a successor agreement or until it is terminated by either party giving written notice of desire to terminate to the other party. In the event of notices to terminate, such notice will be given the other party in writing by certified mail sixty (60) days prior to the date said party desires termination of the Agreement. Sixty (60) days after the date of said notice, this Agreement will expire on the date indicated in the notice, except that in no event will this Agreement expire prior to August 22, 2026.

**Appendix A**

**RED CLAY FOOD SERVICE  
 WORKER SALARY SCHEDULE  
 LOCAL SUPPLEMENT HOURLY RATE  
 FOOD SERVICE WORKER SALARY SCHEDULE**

<b>Cook/Baker &amp; General Workers</b>				
<b>Yrs. Exp.</b>	<b>Step</b>	<b>SY23-24</b>	<b>SY24-25</b>	<b>SY25-26</b>
0	1	\$4.83	\$4.98	\$5.13
1	2	\$4.85	\$5.00	\$5.15
2	3	\$4.87	\$5.02	\$5.17
3	4	\$4.89	\$5.04	\$5.19
4	5	\$4.91	\$5.06	\$5.21
5	6	\$4.94	\$5.09	\$5.24
6	7	\$4.97	\$5.12	\$5.27
7	8	\$5.00	\$5.15	\$5.30
8	9	\$5.03	\$5.18	\$5.33
9	10	\$5.06	\$5.21	\$5.36
10	11	\$5.13	\$5.28	\$5.43
11	12	\$5.17	\$5.32	\$5.47
12	13	\$5.21	\$5.36	\$5.51
13	14	\$5.27	\$5.42	\$5.57
14	15	\$5.27	\$5.42	\$5.57
15	16	\$5.27	\$5.42	\$5.57
16	17	\$5.27	\$5.42	\$5.57
17	18	\$5.27	\$5.42	\$5.57
18	19	\$5.27	\$5.42	\$5.57
19	20	\$5.27	\$5.42	\$5.57
20	21	\$5.27	\$5.42	\$5.57
21	22	\$5.27	\$5.42	\$5.57

## STIPENDS

<b>Cook/Lead/Mentor Stipends</b>	<b>Stipend Amount</b>
Cook/Baker (ADP <=450 Lunches/Day)	\$0.85 /HR
Cook/Baker (ADP>450 Lunches/Day)	\$1.00 /HR
Base Cook/Baker	\$1.00 /HR
Lead (0-5 Employees)	\$2.50 /HR
Lead (6-9 Employees)	\$2.60 /HR
Lead (10+ Employees)	\$2.65 /HR
Mentor	\$2.60 /HR

<b>Longevity Years</b>	<b>Stipend Amount</b>
5	\$0.10 /HR
10	\$0.20 /HR
15	\$0.50 /HR
20	\$0.75 /HR

<b>Unit Course (Old)</b>	<b>Stipend Amount</b>	<b>Unit Course (New)</b>	<b>Stipend Amount</b>
1	\$0.20 /HR	1-2	\$0.20 /HR
2	\$0.30 /HR	1-4	\$0.40 /HR
3	\$0.40 /HR	1-6	\$0.60 /HR
4	\$0.60 /HR		

<b>SNA Certification Level</b>	<b>Stipend Amount</b>
Level 1	\$100 /YR
Level 2	\$125 /YR
Level 3	\$150 /YR

## Red Clay Consolidated School District

### LEAVES OF ABSENCE

#### Family and Medical Leave Act

The District will provide FMLA in accordance with Federal Guidelines. An employee becomes eligible for benefits after working for an employer for 12 months (which need not be consecutive) and 1250 hours during the previous 12 months.

#### Extended Leaves of Absence

- a) All leaves of absence will be in accordance with Federal and State law.
- b) 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 will be granted for the purpose of caring for a critically ill member of the employee's immediate family. Additional leave, for one (1) additional year only, may be granted upon recommendation of the Superintendent and approval by the Board.
- c) At the end of an extended leave, the employee will be assigned to the same position from which leave was granted in accordance with her/his seniority if the leave is not greater than six (6) weeks and the employee has exhausted all allowable sick leave or if said employee returns from leave prior to exhausting all allowable sick leave.

Any employee may receive a leave without pay after 91 working days of employment.

Any employee elected or appointed to a permanent office in the Delaware State Education Association will be granted a leave of absence without pay for a period of one (1) year. Such leave will be renewable for up to one (1) additional year upon application of the individual and upon recommendation of the Superintendent and approval of the Board. Such leave will be granted to not more than two (2) employees at any time, and the leave holder will continue to accumulate seniority.

The employee on extended leave of at least one (1) year, paid or unpaid, will notify the District Personnel Office by certified mail, return receipt requested, not less than sixty (60) calendar days prior to the expiration of the leave of his/her intention to return or resign from his/her position in the District. Failure to provide notification prior to this deadline of intention to return from leave will serve to convert the leave to a resignation; the resignation may be waived if the employee submits evidence of extenuating circumstances.

Additional leaves of absence for other reasons will be considered on an individual basis.

Employees on unpaid leaves of absence may be able to continue to participate in Board sponsored group benefit programs at their own expense provided the company providing such benefits agrees.

Employees will retain all seniority and salary rights earned prior to such leave upon return to employment from all leaves granted in this article. Unpaid leaves of absence will not constitute a break in continuous service but neither will such leave time be credited toward seniority in the District except for leaves granted to any employee elected or appointed to a permanent office in the Delaware State Education Association.

## **Appendix B – (cont'd)**

Jury Duty - Any employee who is called for jury duty will receive his/her regular pay for the time spent on jury duty.

Employees will be entitled to the following temporary non-accumulative leave with full pay each year.

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 will not be charged against sick leave if:

- a) The legal proceeding related 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; 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 said proceeding may properly be considered to be the discharge of a civic responsibility.

Any employee on maternity leave will be permitted to substitute in the District.

It is the employee's responsibility to report her inability to be on duty in the manner prescribed by her administrative officer. Failure to comply with this section may be reason for discipline unless the employee submits evidence of extenuating circumstances.

Employees will be provided an annual record of their sick leave balance.

### **Delaware Code, TITLE 29**

#### **CHAPTER 52A. DISABILITY INSURANCE PROGRAM**

§ 5253. Specifications of the coverage.

(a) Participating employees shall be eligible to utilize earned sick leave for absences due to accident, illness, or injury for periods before disability benefits commence under this chapter, such that the participating employee receives 100% of creditable compensation for such periods, not to exceed the employee's sick leave balance.

(b)(1) Short-term disability benefit. -- An employee who is determined by the Committee, in its sole discretion, to be mentally or physically unable to perform the essential functions of the employee's position as defined in rules and regulations adopted by the Committee, with reasonable accommodation as required by federal law, shall be entitled to receive short-term or long-term benefits pursuant to this chapter. An employee who receives short-term or long-term disability benefits pursuant to this chapter may be required, in the sole discretion of the Committee, to participate in rehabilitation or retraining services, or a combination thereof, under a program established by the Committee. Short-term disability benefits for participating employees shall commence upon the expiration of a 30-calendar-day elimination period. Such elimination period shall begin on the first day



## **Appendix B – (cont'd)**

following the onset of physical or mental incapacity as determined by the Committee, in its sole discretion. If an employee returns to work for 1 day or less during the 30-calendar-day elimination period but cannot continue to work thereafter, the period worked shall not be considered to have interrupted the 30-calendar-day elimination period. The elimination period must commence and conclude within normal working periods for employees who work less than 12 months per calendar year.

(2) Except as provided in paragraph (4) of this subsection, short-term disability benefits pursuant to this chapter shall be payable at the rate of 75% of the participating employee's creditable compensation prior to the onset of the disability during the period that an employee is disabled, as determined by the Committee.

(3) Creditable compensation during periods an employee receives short-term disability benefits shall include general salary increases awarded or reductions in salary instituted during the period of short-term disability coverage.

(4) An employee may utilize annual, sick, compensatory, or donated leave to supplement short-term disability benefits to equal 100% of pre-disability creditable compensation for the maximum period of 182-calendar-days.

(5) If a participating employee returns to the employee's position on a full-time basis, as defined by the Committee, for 15 consecutive calendar days or longer, any succeeding period of disability for which the employee shall become eligible shall constitute a new period of short-term disability with a corresponding 30-calendar-day elimination period.

(6) Employees enrolled in and receiving short-term disability (STD) compensation shall receive a maximum of 100% of base pay. If the employee is otherwise eligible for holiday pay or a paid leave other than identified in paragraph (b)(4) of this section, the employee will be granted 100% pay on the day in question without a residual. All leave supplements will be calculated on a pay period basis.

(7) Once an employee exhausts their elimination period, the employee will be deemed to have applied for benefits under this section and shall not be eligible to utilize paid leave in lieu of application for short-term disability.

(8) When an employee is on approved STD per subsection (b) of this section and does not supplement the 75% STD payment with 25% leave for a period of greater than 30 calendar-days, the employee will accrue leave on a pro-rata basis.

(c)(1) Long-term disability benefit. -- Long-term disability benefits for participating employees shall commence upon the expiration of a 182-calendar-day waiting period. The waiting period shall commence on the first day following the onset of the disability as determined by the Committee, in its sole discretion. If an employee returns to work for 14 or fewer consecutive calendar days during such 182-calendar-day waiting period and cannot thereafter continue to work, the periods worked shall not be deemed to have interrupted the 182-calendar-day waiting period.

(2) Long-term disability benefits for an eligible employee shall be paid in an amount equal to 60% of the participating employee's creditable compensation prior to the onset of the disability. In no

## **Appendix B – (cont'd)**

event shall the employee be entitled to utilize earned sick leave to supplement long-term disability benefits.

(3) Long-term disability benefits shall not include general salary increases during the period of long-term disability. Long-term disability benefits may be increased annually by an amount approved by the Committee.

(4) Any employee who applies for long-term benefits pursuant to this chapter must apply to the Social Security Administration for disability benefits. Long-term disability benefits provided under this chapter shall be reduced by any disability benefits received from the Social Security Administration.

(5) Upon the exhaustion of the maximum short-term disability benefit period, any employee, except those entitled to hazardous duty pay as defined in § 5933(c) of this title, shall no longer be an employee of the State or any of its political subdivisions provided the employee has exhausted their Family Medical Leave Act of 1993 (FMLA) [26 U.S.C. § 2601 et seq.] entitlement and/or is not FMLA eligible. Employees entitled to hazardous duty pay as defined in § 5933(c) of this title who exhaust the maximum short-term disability benefit period shall no longer be an employee of the State or any of its political subdivisions at the end of their entitlement to hazardous duty pay provided the employee has exhausted their FMLA entitlement and/or is not FMLA eligible.

(6) Prior to the commencement of long-term disability benefits, the employee shall be eligible to make a written election to escrow for a period of 6 months any unused annual and sick leave based on the rules in place by the employing organization. Any employee who does not make a written election to escrow unused annual and sick leave will receive a payoff of unused annual and sick leave under § 5253(c)(5) of this title. Any employee approved for long-term disability benefits and who made a written election to escrow unused annual and sick leave who returns to state employment in a full-time benefit eligible position within the 6-month escrow period and works on a full-time basis for at least 30 calendar days will retain their annual and sick leave balances. Any employee making a written election to escrow unused annual and sick leave who does not return to state employment in a full-time benefit eligible position for at least 30 calendar days within the 6-month escrow period will receive a payoff of unused annual and sick leave at the end of the 6-month escrow period based on the rules in place by the employing organization.

§ 5257. Return to work.

(a) Once an employee has been determined to have the ability to return to employment by the Committee, the employee will receive the following assistance:

(1) Merit employees may be placed in any vacant merit position, for which they qualify, by the Office of Management and Budget.

(2) Non-merit state employees, and employees from non-state employers will be placed by that employer into a vacant position within their respective agency for which the employee qualifies.

(b) Once an individual has been determined to have the ability to return to employment by the committee, the individual will receive the following assistance:

## **Appendix B – (cont'd)**

(1) Former merit employees enrolled in and previously deemed eligible for the Long-Term Disability Program may, when available and appropriate, be placed by the Office of Management and Budget in any merit position, for which they qualify without a certification list, as long as the paygrade does not exceed their paygrade at the time of their acceptance into and eligibility for the Short-Term Disability Program. Exceptions to the paygrade limitation may be made for vacancies for which a documented shortage of qualified applicants exists.

(2) Former non-merit employees enrolled in and previously deemed eligible for the Long-Term Disability Program will be placed by their previous employer into a vacant position within their respective agency for which they qualify.

1. CHAPTER 55. State Employees Disability Pension Plan (Applicable only to employees that were grandfathered into the State Employees' Disability Pension plan as of December 31, 2005.)

§ 5524. Eligibility for disability pension.

(a) An employee who becomes disabled shall become eligible to receive a disability pension beginning with the fourth month following the inception of his or her disability. Such individual shall cease to be eligible at the end of the month in which he or she recovers from disability and is again offered employment as an employee, if such recovery and offer of employment occurs before his or her attainment of age 60.

(b) Such an employee shall be kept on the active payroll and receive credited service from the inception of the employee's disability to the end of the third month following and shall receive payments at the same rate of compensation the employee received before the employee became disabled.

(c) An employee shall be deemed disabled for the purposes of this section if the employee has a physical or mental disability which prevents the employee from performing the duties of the employee's position.

### **Delaware Code, Title 14**

#### **§ 1318. Sick leave and absences for other reasons; accumulation of annual leave.**

Statute text

- (a) Teachers and other school employees shall be allowed 10 days of sick leave per year with full pay; those teachers and other school employees employed 11 months a year shall be allowed 11 days of sick leave per year with full pay; and those teachers and other school employees employed 12 months a year shall be allowed 12 days of sick leave per year with full pay. Any unused days of such leave shall be accumulated to the employee's credit without limit.

Adjustments for employees who terminate services prior to the end of the school year will be made in their final pay check. Adjustments will be pro-rated based on sick leave being earned at the rate of one (1) day per month of service to the District.

- (b) In the case of a death in the immediate family of the employee, there shall be no reduction of salary of said employee for an absence not to exceed 5 working days. Members of the

## **Appendix B – (cont'd)**

immediate family shall be defined as the 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.

- (c) In the case of a serious illness of a member of the employee's immediate family, as defined in subsection (b) of this section that requires the employee's personal attention, an employee may use accrued sick leave. An employee needing sick leave under the provisions of this title shall inform his/her immediate supervisor of the fact and reason in advance, when possible, or otherwise before the expiration of the first hour of absence or as soon thereafter as practicable; failure to do so may be cause for denial of pay for the period of absence. Before approving pay for sick leave, the supervisor may at his/her discretion require either a doctor's certificate or a written statement signed by the employee setting forth the reason for the absence. In the case of an absence of more than 5 consecutive days, a doctor's certificate is required as a condition of approval.
- (d) In case of the death of a near relative, there shall be no deduction in the salary of the employee for absence on the day of the funeral. A near relative shall be defined as: First cousin, aunt, uncle, nephew, brother-in-law or sister-in-law. This absence shall be in addition to other leaves granted the employee.
- (e) In the case of the observance of recognized religious holidays, an employee may be absent without loss of pay on no more than 3 calendar days per year. The days so lost are to be counted in the sick leave of the employee.
- (f) An employee may be absent without loss of pay no more than 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. In addition, the district requires that such requests must be submitted at least ten (10) days in advance of the date being requested except in cases of emergency in which case the employee shall provide the reason(s) for being unable to provide the ten (10) day notice.

### §1318A. Donated leave program

(a) "Donated leave program" means a program:

- (1) In which 1 or more employees of a public school district may transfer accrued, unused sick leave days to 1 or more other employees of the same public school district;
- (2) Is established by the public school district as a local Board of Education policy and/or pursuant to the terms of a collective bargaining agreement negotiated under the terms of Chapter 40 of Title 14; an
- (3) Is consistent with the provisions set forth in subsection (b) of this section. No donated leave program shall prohibit participation by employees based on inclusion in or exclusion from a certified bargaining unit.

Appendix B – (cont'd)

(b) Any donated leave shall be required to comply with the following requirements:

(1) Employees wishing to donate accrued sick leave must donate in increments of whole days. For every 2 days donated, 1 day will be made available to a recipient.

(2) Donated days shall be made available only for recipients within the school district for a catastrophic illness of a recipient or of a member of a recipient's family. For this section, "catastrophic illness" shall mean any illness or injury to an employee or to a member of an employee's family which is diagnosed by a physician and certified by the physician as rendering the employee or a member of the employee's family unable to work, or, in the case of a family member who does not work, the medical equivalent of "unable to work", to work for a period greater than 5 calendar weeks. Separate periods of disability lasting 7 consecutive work days or more each, and totaling more than 5 calendar weeks, resulting from the same or a related medical condition and occurring within any 12-month consecutive period, shall be considered the same period of disability. For this section, "family member" or "member of an employee's family" means an employee's spouse, son, daughter or parent who resides with the employee and who requires the personal attendance of the employee during the family member's catastrophic illness. Donated leave may be used by the recipient for subsequent absence because of personal medical treatments or personal illness directly related to the employee's "catastrophic illness" as certified by the physician. This provision is limited to an absence that occurs because of an employee's "catastrophic illness" not a family member's "catastrophic illness."

(3) The local school district shall convert the donated leave available for use by a recipient into cash value at the donor's rate of pay, shall re-convert the cash value to hours of leave at the recipient's rate of pay, and shall then credit the recipient's account.

(4) The recipient of the donated leave shall have been an employee with the local school district for at least 6 months before that employee is eligible for donated leave time.

(5) The recipient shall have used all of that recipient's own sick days and personal days and half of that recipient's annual leave, where applicable. However, when donated leave is for the catastrophic illness of a family member, the employee must have used all of that employee's sick days, personal days and annual leave.

(6) The recipient shall have established medical justification for such receipt, which must be renewed every 30 days during any absence.

(7) No potential donor nor any other person shall sell any accrued leave which might otherwise be donated under this section.

(8) The liability of the State under this program shall be limited to paying the state share of salary, benefits and other employment costs paid to employees for sick leave properly utilized pursuant to a donated leave program established pursuant to and in compliance with this section and § 4002 of Title 14, if applicable.

**Appendix B – (cont'd)**

(9) Any recipient of this program is subject to a 1-work-year cap with the number of days equal to 188 days for a 10-month employee; 207 days for 11-month employees; and 222 days for a 12-month employee.

(10) If a long-term disability program is available to employees, a period of disability defined herein shall be limited to the waiting or elimination period defined in the policy.

(c) The Department of Education is authorized to operate a donated leave program. Such donated leave program shall conform, to the extent practicable, to the provisions of § 5956 of Title 29.

[71 Del. Laws, c. 136, § 2](#); [70 Del. Laws, c. 186, § 1](#); [71 Del. Laws, c. 354, § 390](#); [72 Del. Laws, c. 294, § 44](#); [72 Del. Laws, c. 395, § 353](#); [72 Del. Laws, c. 440, §§ 1-5](#); [73 Del. Laws, c. 74, § 347](#); [73 Del. Laws, c. 312, § 259](#); [73 Del. Laws, c. 321, § 15](#); [74 Del. Laws, c. 68, § 269](#); [74 Del. Laws, c. 307, § 308\(b\)](#); [74 Del. Laws, c. 402, §§ 1-3](#); [75 Del. Laws, c. 89, § 342](#);

§ 1318B. Leave for bone marrow or organ donation.

(a) Definitions. -- As used in this section:

(1) "Bone marrow" means the soft material that fills the human bone cavities;

(2) "Bone marrow donor" means a person from whose body bone marrow is taken to be transferred to the body of another person;

(3) "Organ" means a human organ that is capable of being transferred from the body of a person to the body of another person;

(4) "Organ donor" means a person from whose body an organ is taken to be transferred to the body of another person.

(b) In any calendar year, a teacher or school employee is entitled to the following leave in order to serve as a bone marrow donor or organ donor:

(1) No more than 7 days of leave to serve as a bone marrow donor;

(2) No more than 30 days of leave to serve as an organ donor.

(c) A teacher or school employee may use the leave provided by this section without loss or reduction of pay, leave to which the teacher or employee is otherwise entitled, credit for time or service, or performance or efficiency rating.

(d) This section applies to teachers and school employees who are included in a collective bargaining unit, unless a collective bargaining agreement contains provisions dealing with leave for bone marrow donation and organ donation.

## **Appendix B – (cont'd)**

[73 Del. Laws, c. 104, § 2.](#)

### **§ 1319. Records of absences; proof.**

Statue Text

Each employing board shall keep an accurate record of the absences from duty and reasons therefore of all employees for whatsoever reason, and may require a statement from the employee when absent because of illness to the effect that he or she was unable to perform his or her duties during the period of absence. The board may request a physician's certificate if in its judgment this is necessary. (14 Del. C. 1953, § 1319; 50 Del. Laws, c. 436, § 1; 50 Del. Laws, c. 602, § 1.)

### **§ 1327. Leave of absence for person in military service.**

(a) If a regularly appointed and employed principal, teacher or other employee of a school district is called to the service of or voluntarily enters the armed forces of the United States of America or the National Guard of this State when in continuous active service, the school board shall grant to such principal, teacher or other employee a leave of absence which shall cover the period of military service, not to exceed 3 years, or until the term of service to which he or she has been called is terminated, and upon the completion of the leave of absence reinstate such principal, teacher or other employee in the position which he or she held at the time that the leave of absence was granted. The contract with such principal, teacher or other employee shall continue in force under the same conditions as if the principal, teacher or other employee had been in the continuous service of the board during the period of the leave of absence;

provided, such regularly appointed and employed principal, teacher or other employee has received a certificate of satisfactory completion of military service.

(b) Any principal, teacher or other school employee taking a leave of absence authorized by subsection (a) of this section who, as a member of the Delaware National Guard or a United States military reserve organization, has been ordered to active duty to augment active forces for any operational mission, shall continue to receive the principal's, teacher's or other school employee's state compensation during the initial period of active duty prescribed by the military, to be reduced by any military compensation received. While on such leave of absence, for a period not to exceed 2 years, the employee and the employee's dependents shall continue to receive benefits provided under any applicable group health insurance plan offered by the school district, provided that the employee continues to pay any employee-share premium for such plan. The Office of Management and Budget shall develop any rules and regulations necessary to implement the provisions of this subsection. These rules shall make it the responsibility of the employee to initiate the claim and supply the required military pay information. The State shall be responsible for collecting information relating to State compensation. Claims shall be filed within 90 days of release from active duty or passage of this legislation, whichever is later.

(c) For the purpose of subsection (b) of this section state compensation shall be limited to the state share of the base salary as calculated from the appropriate salary schedule, administrative supplements and all other stipends. Military compensation shall include base salary, basic allowance for quarters (BAQ), basic allowance for subsistence (BAS), hazardous duty pay and all other supplemental compensation multiplied by the ratio of state compensation to total compensation. (d) The person who may be appointed to replace the principal, teacher or other employee shall be appointed only for the period covered by the leave of absence. 14 Del. C. 1953, § 1327; 56 Del. Laws, c. 292, § 18; 68 Del. Laws, c. 21, § 1; 70 Del. Laws, c.186, § 1; 73 Del. Laws, c. 429, § 1; 74 Del. Laws, c. 190, § 1; 74 Del. Laws, c. 421, § 1; 75 Del.Laws, c. 88, § 20 (2); 75 Del. Laws, c. 234, § 1.;

## **Appendix B – (cont'd)**

### **§ 1333. Paid leave for birth of a child or adoption of a child.**

Statute Text

For childcare purposes, a full-time or part-time employee of a reorganized school district shall be entitled to utilize accumulated sick leave upon the birth of a child of the employee or the employee's spouse, or upon the adoption by the employee of a pre-kindergarten age child for maternity leave.

History (72 Del. Laws, c. 174, § 1.) Annotations

### **§ 5110. Election of employee to public office; leave.**

Statute text

In the event any employee of this State, including any employee of the public schools, is elected to any public office provided for by the Constitution of the State or the Delaware Code, such employee shall be granted such leave of absence without pay as is reasonable and necessary to perform the duties in such office. Upon the completion of such leave, the employee shall be reinstated in the position which the employee held at the time such leave of absence was granted.

### **§ 5113. Leave for Olympic competition.**

Statute text

(a) The State shall grant to any employee leave from employment to participate as a member of the United States Team in any competition sanctioned by the United States Olympic Committee. Any leave so granted shall not exceed the time required for actual participation in the competition, plus a reasonable time for travel and return from the site of the competition and a reasonable time for pre-competition training with the team at the site, or 90 working days, whichever is less. The State shall compensate the employee at the employee's regular rate of pay during any leave granted for participation in such Olympic competition. Pay for each day of leave shall not exceed the amount the employee would receive for a standard workday and the employee shall not be paid for any day spent on such leave for which the employee would not ordinarily receive pay as part of the employee's regular employment.

(b) For purposes of subsection (a) of this section the term "employee" includes all those individuals who are employed by the State and receive a paycheck from the State for such work as they normally do for the State. (c) For the purposes of subsection (a) of this section the term "United States Team" includes any group leader, coach, official, trainer or athlete who is a member of the official delegation of the United States in competition sanctioned by the United States Olympic Committee. (d) The State Personnel Commission shall implement this section by the adoption of appropriate rules and regulations.



**Appendix C**

**Red Clay Consolidated School District**

Bargaining Unit- - - - -

Name of Grievant \_\_\_\_\_ Work Location \_\_\_\_\_

Classification \_\_\_\_\_

Manager \_\_\_\_\_

- Grievance Level I
- Level II
- Level III

Articles Being Grievied (a statement of issues attached):

\_\_\_\_\_

Remedy Sought: - - - - -

\_\_\_\_\_

Bargaining Unit Representative Signature- - - - - Date-----

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

(My signature authorizes the local Bargaining unit to represent me in the disposition of this grievance.)

\_\_\_\_\_

Administrative Signatures of Receipt:

Level I \_\_\_\_\_ Date \_\_\_\_\_

Level 11 \_\_\_\_\_ Date \_\_\_\_\_

Level 111 \_\_\_\_\_ Date \_\_\_\_\_

Responses at each level of the grievance are to be attached to this cover sheet.

APPENDIX D

**REQUEST FOR TRANSFER NUTRITION SERVICES GENERAL  
WORKERS POSITIONS LESS THAN 4.0 HRS. ONLY**

NAME: \_\_\_\_\_ EMPLOYEE ID#: \_\_\_\_\_

CURRENT LOCATION: \_\_\_\_\_

NUMBER OF HOURS CURRENTLY WORKING: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

**I REQUEST A TRANSFER TO A POSITION OF GENERAL WORKER AS FOLLOWS:**

*(PLEASE LIST SPECIFIC SCHOOL IN PRIORITY ORDER.)*

1ST CHOICE: \_\_\_\_\_

2ND CHOICE: \_\_\_\_\_

3RD CHOICE: \_\_\_\_\_

4TH CHOICE: \_\_\_\_\_

5TH CHOICE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

THIS FORM MUST BE COMPLETED AND SUBMITTED TO THE NUTRITION OFFICE DURING THE PERIOD  
OF MAY 1 THROUGH MAY 31 .

THIS FORM WILL BE KEPT ON FILE FOR THE FOLLOWING JULY 1 TO JUNE 30.

**IF YOU ARE OFFERED A TRANSFER AND REFUSE,**

**YOU WILL RECEIVE NO FURTHER SUCH OFFER UNTIL THE NEXT REOPENING PERIOD.**

YOU MUST HAVE SIX MONTHS OF SERVICE IN THE DISTRICT TO BE ELIGIBLE TO APPLY FOR A  
TRANSFER.

## APPENDIX E

### **EMPLOYEE RELATIONS POLICY**

According to Section b under Employee Relations in the Employee Handbook:

*Employees need to develop harmonious working relationships with co-workers. Complete cooperation from everyone in the kitchen is essential for our high production work. Alternating specific duties among workers assists with an appreciation of fellow workers.*

**Employee Obligations:** In situations in the workplace where employees are not working together to the best of their ability and not meeting standards for working relationships, the Cafeteria Manager for that site should be notified of the conflict in writing utilizing the Employee Relations Complaint Form at an appropriate time **after hours** so that a meeting can be scheduled to work towards a solution. If you have personal conflicts with your Cafeteria Manager it should be presented to your Cafeteria Manager first to work towards a solution. If the Cafeteria Manager is unable to work towards a solution, employees are expected to notify their Cafeteria Manager that they are reporting their issue to the Manager of the Nutrition Services Department. This should be done after your scheduled work day by submitting an Employee Relations Complaint Form to the Nutrition Office, Attention Director of Nutrition... Under no circumstances should you leave your position during your scheduled work hours because of a personal conflict. Professionalism should be maintained until after work hours, when your issue can be reported and resolved.

If you feel you have been harassed and would like to fill out an official complaint form to be sent to the Red Clay Human Resources Department, please complete the attached form and send to the following address:

Red Clay Consolidated School District, ATTN: Director of  
Human Resources

1502 Spruce Avenue

Wilmington, DE 19805

The completed form can also be sent electronically to: [lauren.fleck@redclay.k12.de.us](mailto:lauren.fleck@redclay.k12.de.us)

**Cafeteria Manager Obligations:** Conflicts between employee(s) in the workplace that impede the operation of the kitchen are unacceptable for Red Clay School Nutrition employees and must be addressed by the Cafeteria Manager within three working-days. If the conflict is personal in nature (*i.e. they do not get along during the work day*), the Cafeteria Manager should schedule a meeting for both employees to meet and discuss the issue together in the presence of the Manager. The Manager should reiterate section b above from the Employee Handbook and this policy as a standard that is not being met by the employees and discuss how they can meet this standard moving forward. The Manager should monitor progress in achieving this standard for all employees involved. If standard is continuously not met, the Manager will need to document a formal reprimand in a timely manner (*please refer to Disciplinary Action Chart below*) and their behaviors may be brought to the attention of Human Resources department for disciplinary action, which may include termination. If the conflict is a sensitive issue (*i.e. sexual harassment, race discrimination*) this should be reported to the Director of Nutrition Services, who will then consult with the Human Resource Manager of Red Clay.

### **PROGRESSIVE DISCIPLINE POLICY**

To avoid complaints of inconsistency for subjective discipline decisions and to develop a restorative work

environment for nutrition staff towards support and improvement, the Nutrition Department Management Team will follow the below protocol for addressing discipline and substandard performance:

<b>Type</b>	<b>Level of Discipline</b>
1 VERBAL*	48 Hour Meeting: Documented Verbal Warning (Not to be placed in HR file)
2 WRITTEN	48 Hour Meeting: Written Warning w/ an Included Improvement Plan from Department Supervisor, which may include a reassignment (Placed in HR file)
3 FINAL**	48 Hour Meeting: Written Warning w/ a Recommendation to HR for up to 5 Days Suspension
TERMINATION	48 Hour Meeting: Written Recommendation to HR for Further Discipline Up to Termination.

*\*Verbal Warning must be documented by manager with date, time, and summary of warning.*

*\*\*1-5 day suspension will be without pay; length of suspension depends on the egregiousness of the offense.*

*Final decisions will be determined by Human Resources.*

**Employee Relations Complaint Form**

*This form should be used to file a complaint regarding a conflict between employees in the workplace. Once this form is completed, it should be provided to your cafeteria manager per the*

*Employee Relations Policy. The Cafeteria Manager will arrange for a meeting if necessary between all persons involved within three working days*

**COMPLAINANT:**

\_\_\_\_\_

**SCHOOL:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Describe the reason you are completing an Employee Relations Complaint Form. Include a full description of the events that led up to filing an official complaint, including persons involved, verbal statements and the location.\*

List any witness(es) who are able to attest to the above statements:

This complaint is based upon my honest belief and feelings. I hereby certify the information I have provided in this complaint is true, correct and complete to the best of my knowledge.


Complainant's Signature

Date

Red Clay Consolidated School District

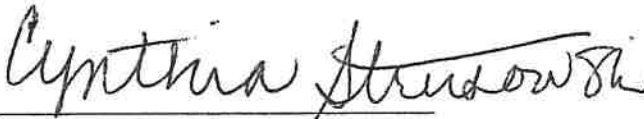
  
4/20/23

President, Board of Education

  
4/20/23

Executive Secretary, Board of Education

Red Clay Food Service Workers Association, DSEA/NEA

  
Cynthia Stroud

President

