

**AGREEMENT
BETWEEN THE
MILFORD SCHOOL DISTRICT
BOARD OF EDUCATION
AND THE
MILFORD EDUCATION ASSOCIATION, DSEA/NEA
CUSTODIAL / MAINTENANCE
2021 – 2023**

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PREAMBLE

This Agreement is entered into by and between the Board of Education of the Milford School District, Milford, Delaware, hereinafter called the Board, and the Milford Education Association Custodians/Maintenance affiliated with the Delaware State Education Association and National Education Association, hereinafter called the Association.

ARTICLE I RECOGNITION

- 1.1** The Board hereby recognizes the Association as the exclusive negotiating representative for Public School Employees as defined in Title 14, Delaware Code, Chapter 40, as certified by the Department of Labor in the decisions of November 19, 1982, Case No. 155; and August 10, 1987, Case No. 178. Included in this Agreement are persons who are employed within the District; namely all full-time and part-time Custodians, Custodian Firemen, and Maintenance Mechanics. Excluded from this Agreement are persons who are employed within the District who are not represented by the bargaining unit as defined in the above cases.

ARTICLE II DURATION OF AGREEMENT

- 2.1** This Agreement shall become effective at 12:01 a.m. July 1, 2021 and remain in full force and effect until 12:00 midnight, June 30, 2023. Should the Agreement expire, it shall remain in effect until agreement is reached on a successor Agreement. Either party to this Agreement shall, no later than February 1, 2021 submit to the other party, notice of proposed modification or additions hereto. Such notice shall be given to the other party, in writing, by certified mail.

ARTICLE III UNDERSTANDING OF THE PARTIES

- 3.1** This Agreement incorporates the entire understanding of the parties on all matters, which were or could have been, the subject of required Negotiations with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

- 3.2** This Agreement shall not be modified in whole or in part by the parties except by

a Memorandum of Understanding duly executed in writing by both parties.

- 3.3** If any provision of this Agreement is held to be contrary to law, then such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions of this Agreement shall continue in full force and effect.
- 3.4** If action is taken by the Department of Education, State Board of Education, or any State or Federal Legislation that would impact Staff covered under this Agreement, parties agree to meet and seek to renegotiate sections of this Agreement dealing with action taken.
- 3.5** Copies of this Agreement shall be made available by the District on the District Website within 72 hours of board approval after the Agreement is signed. Copies of the initial Agreement will be distributed to MEA Executive Board members and notification of posted contract to all employees covered by the Agreement and new Employees thereafter.
- 3.6** No other document, written, or oral policy, directive, or committee decision generated within the District shall override or supersede this Agreement.

ARTICLE IV GRIEVANCE PROCEDURE

- 4.1 DEFINITIONS**
A Grievance shall be defined as a written claim by violated grievant (member) that the terms of this Negotiated Agreement have been violated, misinterpreted, or misapplied. In all Grievance matters, the remedy sought by resorting to this procedure shall be confined to those areas in which the Board has clear authority to act.
- 4.2 WORK DAYS**
Work days are defined as those days the District Offices are open. Days are defined as calendar days.
- 4.3 TIME LIMIT**
A Grievance to be considered to have been asserted in a timely fashion must have been brought to the attention of the Immediate Supervisor or the Superintendent

(in the case of the Association's Grievance) within 10 (ten) days from the time when the Employee or Association knew or should have reasonably known of the occurrence of the situation which is the subject of the Grievance. The number of days provided at each level within which to provide a hearing and a decision is a maximum and every reasonable effort should be made to expedite the process. Time limits may, however, be extended by mutual written agreement.

4.4 NO REPRISALS

It shall be the firm policy of the Board to assure that each Employee an unobstructed use of the Grievance procedure without fear of reprisal or without prejudice of his/her employment status.

4.5 REPRESENTATION

4.5.1 Grievant may at their option choose to represent themselves during all stages of this process or select a third person to represent them. In no case shall the Grievant be represented by an Employee organization other than the Association.

4.5.2 If the Grievant chooses to proceed without Representation, the Employer shall notify the Association of the place and the time of the hearing, and the Association shall have a right to be present and to state its views at all levels of this procedure.

4.5.3 If the Employee elects to be represented, the Employee must still be present at all levels of the Grievance procedure where the Employee's Grievance is to be discussed, except that the Employee need not be present where it is mutually agreed that the facts are not in dispute; and when the sole question is the interpretation of this Agreement.

4.6 ASSOCIATION'S GRIEVANCES

4.6.1 All Grievances must identify the person(s) aggrieved or the person(s) who will be affected by the resolution of the Grievance and be signed by a Member of the Bargaining Unit. The Association may initiate a Grievance in its name when its rights under the Agreement are claimed to have been violated.

4.6.2 If the Association files a Grievance as defined, it shall first be presented to the Superintendent within the time limits designated. The Superintendent shall inform the Association as to the person

and level at which the Grievance will first be heard. The Superintendent must respond to the Association within five (5) workdays after receipt of the grievance or the matter will be scheduled at Level Three.

4.6.3 All individuals in the group or class that will be affected by a Grievance filed by an individual or the Association shall be bound to any resolution that is accepted by the Association.

4.6.4 Employees having a Grievance may attempt to resolve the matter with their Administrator/Supervisor, in an effort to resolve the problem informally. The Employee will request a meeting with the Administrator/Supervisor identifying the issue for potential grievance within ten (10) days from the time when the Employee knew or should have reasonably known of the occurrence of the situation which is the subject of the Grievance. The Administrator/Supervisor shall respond within five (5) workdays of the date of the informal meeting.

4.7 LEVEL ONE –ADMINISTRATOR/SUPERVISOR

4.7.1 If the Employee does not choose to use the informal procedure or if the Employee is not satisfied with the disposition of their problem through the informal procedure, he/she shall submit their claim to the Administrator/ Supervisor as a formal written Grievance on forms provided by the District, within ten (10) workdays of the Administrator/Supervisor's informal response. If the Employee does not use the informal process, then the Employee shall file the Grievance within fifteen (15) workdays of the occurrence on which the Grievance is based.

4.7.2 The Administrator/Supervisor shall respond to the formal Grievance within ten (10) work days. The decision of the Administrator/Supervisor shall finally resolve the Grievance unless the aggrieved Employee appeals the decision in writing, within five (5) work days of receipt of the Level One decision or within five (5) work days from the expiration of the time limit within which the decision is to be made.

4.8 LEVEL TWO - SUPERINTENDENT

4.8.1 The Grievance will be discussed by the aggrieved Employee and the Superintendent, or Designee. If the aggrieved party is to be accompanied by legal counsel, the Superintendent shall be notified at least ten (10) workdays in advance to permit the Superintendent to be advised by legal counsel if the Superintendent so chooses. The Superintendent shall give a written decision within ten (10) work days following the conclusion of the meeting on the Grievant matter.

4.9 LEVEL THREE - BOARD OF EDUCATION

The decision of the Superintendent shall finally determine the matter unless the aggrieved Employee appeals to the Board in writing within ten (10) workdays of receipt of the Superintendent's written decision. A hearing shall be granted upon receipt of a written request signed by the aggrieved Employee stating a desire for a hearing on the Grievance. In such cases the Board will notify the aggrieved Employee as to the time and place of the hearing, taking into consideration the availability of the aggrieved Employee(s). The aggrieved Employee(s) involved in such hearing shall have the right:

4.9.1 To be present at the hearing.

4.9.2 To present testimony on the Employee's behalf.

4.9.3 To give testimony on the Employee's own behalf.

4.9.4 To question, either personally, through counsel, or by a representative of the local, state or national association, any person giving testimony. (When legal counsel is to be used, the parties shall be notified in advance to permit the other party to be advised by counsel, if they so desire.)

4.9.5 The Board shall hold a hearing on the Grievance within fifteen (15) workdays after receipt of the appealed Grievance to the Board. The Board shall submit its written decision within ten (10) workdays following the hearing on the appealed Grievance.

4.10 LEVEL FOUR - SUBMISSION TO BINDING ARBITRATION

The decision of the Board will finally determine the matter unless the Grievant submits a demand for arbitration within ten (10) workdays thereafter.

4.11 PROCEDURES FOR ARBITRATION

Following the Board's receipt of the demand for arbitration, the Board and the Grievant shall, within fifteen (15) workdays, petition the state for an independent Arbitrator in accordance with Section 4013 (c) of Title 14 of the Delaware Code. The petition shall state in reasonable detail the nature of the Grievance, the remedy requested, and the provisions of the Agreement which the Grievant claims to have been misinterpreted, misapplied, or violated. The Association's attorney shall represent the Grievant at the arbitration level.

4.12 REDIRECTING PRINCIPLES

No claim by an Employee or the Association shall constitute an arbitral matter or be processed through arbitration if it pertains to:

- 4.12.1** Any matter that according to law is either beyond the scope of Board authority or which is illegal for the Board to delegate.
- 4.12.2** Dismissal or discharge of an Employee or non-renewal of an Employee's contract.
- 4.12.3** Administrative decisions relating to the involuntary transfer or reassignment of an Employee when it is necessary to satisfy requirements of law, a court order, affirmative action programs mandated by State or Federal agency, or being the least senior in the building.
- 4.12.4** Any matter that is specifically excluded from arbitration in accordance with Section 4013 (c) of Title 14 of the Delaware Code.

4.13 ARBITRABILITY

- 4.13.1** If the Superintendent or his/her Designee disagrees as to the arbitrability of the dispute, he/she may request a conference to discuss the issue of arbitrability and to seek to resolve the differences between the parties.
- 4.13.2** If the disagreement over arbitrability persists, the arbitrator appointed under the procedures set forth herein shall rule upon the question of arbitrability prior to hearing the merits of the dispute in question. The same Arbitrator shall schedule a second meeting to hear the dispute on its merits if the dispute is judged to be arbitral.

4.14 PROCEDURES

- 4.14.1** Section 4013 (c) of Title 14 of the Delaware Code shall control the

arbitration proceeding. A copy of the current language of Section 4013 (c) is attached as Appendix J. The Arbitrator's decision will be the final resolution.

4.14.2 The arbitrator's decision, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement and must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

4.15 COST OF ARBITRATION

4.15.1 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 equally shared by the Board and/or the Association in accordance with Section 4013(c) of Title 14 of the Delaware Code. Any other expenses incurred will be paid by the party incurring the same.

4.16 MISCELLANEOUS

4.16.1 Where the parties mutually schedule Grievance proceedings during school time, persons proper to be present shall suffer no loss of pay. In the event of a disagreement whether a person is proper to be present at the Grievance, such disagreement shall be subject to resolution through the Grievance procedure.

4.16.2 The Association agrees that when a Grievance requires either multiple witnesses or Grievant, the Association will arrange for the scheduling of such people in such a manner as to avoid cumulative testimony and to minimize disruption and expense to the Board and/or Association.

4.16.3 All documents, communications and records dealing with the processing of a Grievance shall be filed in a separate Grievance file. The Grievance form shall not be kept in the personnel file.

4.16.4 The Employer shall provide the Association with copies of all written decisions at each level.

4.16.5 It is understood that the Employees shall, during and notwithstanding the pendency of any Grievance, continue to observe all assignments and applicable rules and regulations of the Employer until such Grievance and any effect thereof shall have

been fully determined.

- 4.16.6** Forms for filing Grievances shall be prepared jointly by the Employer and the Association. The Employer shall provide the forms to the Association so as to facilitate operation of the Grievance procedure. The forms can be found on the website (www.milfordschooldistrict.org) and in Appendix C.
- 4.16.7** Hearings at any level of this procedure may be waived by mutual agreement of the parties. Time limits may be extended by mutual agreement.
- 4.16.8** Grievances relating to suspension may be initiated at Level 2 of the Grievance procedure.

**ARTICLE V
NON-DISCRIMINATION**

- 5.1** The Milford School District is an Equal Opportunity Employer and does not discriminate in employment or in educational programs, services or activities on the basis of race, color, creed, religion, gender (including pregnancy, childbirth and related medical conditions), national origin, citizenship or ancestry, age, disability, marital status, veteran status, genetic information, sexual orientation, gender identity, or upon any other categories protected by federal, state, or local law.
- 5.2** The Board and the Association agree that they will not discriminate against any Employee covered by this Agreement by reason of the Employee's participation in any legally protected labor relations activities.

**ARTICLE VI
LIAISON COMMITTEE**

- 6.1** The Association members of each School Building shall elect a Liaison Committee for each school which shall meet informally with the Principal at least once a month at a mutually convenient time, not concurrent with Committee members' pupil contact obligations, for the duration of the school year, to discuss building concerns and issues. A summary of each meeting, prepared by the building representative and the principal, shall be forwarded to the Superintendent and emailed to building staff within five (5) workdays.

- 6.2** Said committee shall consist of a minimum of three (3) and a maximum of six (6) members in the School Building. The building membership shall identify Representatives on the School Liaison Committee.
- 6.3** There shall be a District Liaison Committee open to the Association President and one (1) Teacher Representative from each School and one (1) Paraprofessional, one (1) Custodian and one (1) Secretary from the District. The Committee shall meet with the Superintendent or Designee. Such meetings shall be held monthly with the time and date mutually arranged by the Association President and the Superintendent. Building level issues that have not been addressed at the building level Liaison Committee meetings with the Principal will not be discussed at the District Liaison Committee meeting, except by mutual agreement.
- 6.3.1** The District Liaison Committee will review Inclement Weather days and the effect of hours/days missed during the February, March, and April District Liaison Committee meetings. With prior notice to the MEA President, the Superintendent may invite additional administrators to participate in the discussion.

ARTICLE VII
RIGHTS OF THE MILFORD EDUCATION ASSOCIATION

- 7.1** The Association shall have the right to use School Buildings at a time when custodial staff is normally on duty. Such use shall not require the assignment of additional personnel nor the extensive use of Custodians to prepare for and return facilities ready for normal School use following the meeting or event.
- 7.2** The Association agrees to reimburse the District for actual costs incurred if School facilities are requested for use at a time when buildings are not normally in use and staffed with Custodial personnel.
- 7.3** The Board agrees to permit the Association the exclusive use of one bulletin board in Faculty Lounges for the purpose of posting official Association notices. The authorized Association Representative of each Building shall be responsible for the posting and removal of all such notices and the content thereof. All notices, prior to posting, shall be signed by the authorized Association Representative of that Building or Officer of the Association. The authorized Association Representative shall not be authorized to post material of a religious or political partisan nature.

- 7.4** Duly authorized Representatives of the Association and their respective Affiliates shall have the right to transact official Association business on School Property provided that this does not interfere nor interrupt normal school operations in any way as reasonably determined by the Building Administrator/Superintendent.
- 7.5** All Elected Officials and Representatives of the Association in each building may make reasonable use of work breaks for the conduct of Association business.
- 7.6** The Association shall have the right to use school facilities and equipment, including computers, copiers, and fax machines normally provided for employee use, when such equipment is not otherwise in use. Association may use school business equipment within the following guidelines:
- 7.6.1** The use of email, faxes, and photocopies to disseminate association information.
 - 7.6.2** Copies of the Board of Education's minutes/agendas shall be made available at the time of issuance to the Board. Drafted minutes shall be made available for the MEA President within seven (7) calendar days of the Board meeting. Said minutes will be confidential and shared with nobody other than MEA Executive Board members.
 - 7.6.3** The use is strictly to service the legitimate business of the Association, such as the duplication of records, notices, correspondence, etc.
 - 7.6.4** Equipment shall not be removed from School Buildings.
 - 7.6.5** The purpose is for the internal distribution of the Association.
 - 7.6.6** Supplies in connection with such equipment use will be furnished or paid for by the Association.
- 7.7** The Association President or Designee shall be permitted to address new Employees during the orientation program. The Association will be given adequate time (1-1.5 hours during the regular day) to take new Employees to breakfast or lunch during one of the orientation days.
- 7.8** The Association shall be granted ninety (90) minutes for the purpose of a general meeting during the working hours following the District opening program, of which sixty (60) minutes is to hold a meeting and thirty (30) minutes is for transportation

time back to Member's respective School Buildings. Building Administrators will not schedule other activities during this time.

7.9 The Superintendent and Association President will agree on a day at the start of the school year during the second and third week in each school month shall be reserved for the Association to conduct Association business. The Administration will not schedule any meetings that may interfere with such meetings on these days. All members involved in these meetings may leave their respective building after notifying the Building Administration.

7.10 Release time for any member of the Association who holds an office in the State Association shall be dictated by 14 Delaware Code, 1318. The local association president shall have a total of ten (10) days per school year of release time of which five (5) days are transferable to other Association officers to conduct Association business as determined by the Association. It is understood between the parties that this paragraph does not provide for Association activity of the above officers within school buildings during school hours. If a substitute is required, the Association shall pay the salary of such substitute. Days taken pursuant to this paragraph will not be charged against sick leave.

7.10.1 During the time of Contract Negotiations and Bargaining the District will pay the salary of substitutes for up to 5 (five) Association members.

7.11 The Board will make the Staff Directory and the Board Policy Manual available online. All policy changes shall be forwarded to the Association President within five (5) work days of board approval. The Board shall also make the Agreement available online within ten (10) workdays of ratification by both parties.

7.12 Administration regulations and guidelines setting forth procedures for implementing Board policies that affect Employees shall be made available for informational and procedural purposes to said Employees.

7.13 The Board agrees to furnish the Association, in response to reasonable requests, all previously prepared public information concerning annual financial reports and audits, agendas, and minutes of Board meetings, that shall assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of

the Employees and their students.

- 7.14** The Association, to the exclusion of all rival unions, shall have the exclusive use of the school mailboxes and interschool mail facilities.
- 7.15** The Board agrees that the District Liaison Group and the Superintendent shall work together in the development of the District calendar. A draft of the proposed calendar must be sent out, by the District, to all Members ten (10) days prior to Board approval.
- 7.16** When any proposed changes affecting Custodians and Maintenance are drafted for Board review a Committee inclusive of a Custodian and Maintenance Association Representative shall be formed.
- 7.17** The Board, or Board's Designee, shall provide to the Association the names and addresses of all hires and new hires to the Association President and Membership Chair three (3) times per year during August, October, and January,

ARTICLE VIII MANAGEMENT RIGHTS

- 8.1** The Association recognizes the legal responsibility and authority of the Board to serve as the policy-making body for the District. The Board, therefore, maintains and exercises all power, rights, authority, duties, and responsibilities conferred upon and vested in it by the Legislature of the State of Delaware. These include, but are not limited to, the determination of functions and programs, standards of service, utilization of technology, organization structure, curriculum, the preparation of budgets, and the determination of the District's financial policies and accounting procedures, and the employment, assignment, transfer, promotion, discipline or discharge for cause of all District employees except as specifically modified by this Agreement.
- 8.2** All Administrative action necessary to implement Board decisions remains reserved to and exercised at the discretion of the Superintendent of Schools exclusively, except as specifically modified by the Agreement.
- 8.3** The Association recognizes the Administration's right to require regular and prompt attendance from its Employees as a condition of continued employment

in the District. Any Employee who receives a dock in pay due to excessive absences or unexcused leave in two (2) years within a five (5) year cycle shall be subject to disciplinary action up to and including dismissal unless the absences were due to documented catastrophic circumstances.

8.4 The Association recognizes the Administration's right to require Staff to meet all State Requirements for Certification and licensure including keeping their DEEDS webpage up to date and accurate and that failing to do so constitutes grounds for disciplinary action.

8.5 If the State legislature makes changes to Delaware Code to restrict the maximum yearly number of vacation days allowed for state funded compensation for twelve-month (12) employees, the Administration has the right to modify the vacation rates negotiated in this Agreement to coincide with the maximum yearly rate established by State law. This change would take effect in accordance with the effective date established in any legislation regarding this matter.

8.6 All Employees will review, sign, and follow the Acceptable Use Policy for Technology.

ARTICLE IX

EMPLOYEE PERSONNEL FILES

9.1 The Employee's official file shall be maintained by the District administration.

9.1.1 The Employee, upon request to the Superintendent or Designee, may examine all material in said Employee's District personnel file except pre-employment references, which shall be removed from the file prior to examination by the Employee.

9.1.2 Material not restricted by provisions of paragraph 9.1.1 above, which would adversely affect an Employee's current employment, reemployment by the District, or future employment by the District, or future employment elsewhere shall not be placed in the Employee's personnel file unless the Employee has had an opportunity to review said material. The Employee shall acknowledge this opportunity by signing the document that has been filed. The signing of the document in no way indicates agreement

with the contents.

- 9.1.3** The Employee shall have the right to submit a written response to such material and that answer shall be attached to the file copy.
- 9.1.4** A copy of any material in the file except pre-employment references will be made available to the Employee upon request.
- 9.1.5** The personnel file shall not be taken from the personnel office by an Employee and shall be examined in the presence of the Superintendent or Designee.
- 9.1.6** The Employee may have an Association Representative present during the inspection of the materials in the file.
- 9.1.7** Upon written request to the Superintendent or Designee, an Employee may examine their personnel file and designate information which he/she feels should be discarded as obsolete or inappropriate to retain. Such information shall be reviewed jointly by the Employee and the Superintendent or Designee. Information shall be destroyed upon mutual agreement after reviewing the Delaware Public Archives' school district records retention schedule. On information that is not mutually agreed upon, the final decision on the retention or disposal of the material shall remain with the Superintendent and/or the Delaware Public Archives' school district records retention schedule.

ARTICLE X SALARIES

- 10.1** The Board agrees to deduct the periodic Association membership dues uniformly required by the Association as a condition of acquiring or retaining membership in accordance with the Constitution and By-Laws of the Association from the salaries of Employees who individually and voluntarily certify that they authorize such deduction and who execute the "Authorization for Check-Off of Dues Form."
- 10.2** Such deductions and disbursements shall be made in compliance with Delaware Laws and under rules established by the State Treasurer.
- 10.3** The Association shall certify annually to the Board the current membership dues. Any change in the rate of membership dues shall be given to the Board in writing at least ninety (90) work days prior to the effective date of such change.

- 10.4** The Board shall provide for payroll deductions as allowable by the State of Delaware which may include tax sheltered annuities, charitable organizations, and other deductions as specifically directed by the Employee, in accordance with applicable statutes and State Regulations.
- 10.5** The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability that shall arise out of or by reason of, any action taken or not taken by the Board at the direction of the Association for the purpose of complying with the provisions of this Agreement.
- 10.6** The salaries of all Employees covered by this Agreement shall be the salaries prescribed by 14 Delaware Code, Chapter 13, plus a supplement from Local School District funds.
- 10.7** The Board agrees to annually calculate the costs of other Districts' Employee benefit programs along with salary in order to calculate the relative position of Milford Employee groups in relation to other similar Employee groups in Kent and Sussex Counties. These factors shall henceforth be considered during all Negotiations and will be shared annually with the leadership of the Milford Education Association and the Board of Education.

**ARTICLE XI
RECOGNITION AND DEFINITIONS**

- 11.1** The term "Employee" as used herein shall include all Custodial and Maintenance Mechanics exclusive of Administrative and Supervisory personnel, as defined in the bargaining unit as established in the appropriate Department of Labor certification, dated October 21, 1987.
- 11.2** Definitions:
- 11.2.1** The term "Board" or "Employer," as used hereinafter, shall mean the Milford School District Board of Education.
- 11.2.2** "School" as used in this Agreement means any of the Buildings and Grounds owned and maintained by the Board.
- 11.2.3** "Principal" includes the Administrator of any work location or Designee.

- 11.2.4** "Supervisor" includes the Administrator of any work location or Designee.
- 11.2.5** "Emergency" shall mean an occurrence of an unusual and urgent nature; an unforeseen condition, such as a heavy snowfall prohibiting the opening of schools, a broken water pipe, or a heating failure directly affecting a School or School property.
- 11.2.6** "Probationary Employee" shall mean a newly hired Employee who does not gain grievance rights for termination under this Agreement until the successful completion of a ninety (90) calendar day probationary period.
- 11.2.7** During the life of this Agreement, the Board shall not adopt any policy inconsistent with the provisions of this Agreement.

**ARTICLE XII
CUSTODIAL/MAINTENANCE RIGHTS**

- 12.1** Pursuant to Title 14, Chapter 40, Delaware Code, the Board hereby agrees that Employees of the District shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a Duly Elected Body exercising Governmental power under the laws of the State of Delaware, the Board undertakes and agrees that it shall not directly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by this law, or other laws of Delaware, or the Constitution of Delaware and the United States, that it shall not discriminate against any Employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in activities of the Association and its affiliates, collective negotiations with the Board or his institution of any Grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- 12.2** Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under Delaware School Laws or other applicable laws and regulations.
- 12.3** Employment Status
 - 12.3.1** Each newly hired Custodian shall be considered a "Probationary

Employee" for a period of ninety (90) calendar days extending from and including the first day of actual work for the District after the date of appointment by the Board of Education.

- 12.3.2** If during the ninety (90) calendar day probationary period, the District terminates the employment of a "Probationary Employee", the termination shall not be appealable through the Grievance Procedure.
- 12.3.3** After successful completion of a ninety (90) calendar day probationary period, the "Probationary Employee" shall be considered a regular "Employee" of the District.
- 12.3.4** All Probationary Employees shall be formally observed by his/her immediate Supervisor within the first sixty (60) workdays of employment with the District.

- 12.4** Prior to any meeting with an Administrator/Supervisor, an Employee shall be informed of the purpose of the meeting. An Employee may request Representation of his/her choice prior to or at any point during a meeting. If the Employee requests Representation, the Administrator/Principal shall postpone the meeting in order for the Employee to secure representation. The postponed meeting shall be held within five (5) days.

- 12.5** Whenever any Employee is required to appear before their immediate Supervisor, Superintendent, Building or District Administrator, the Board or a Board committee member concerning any matter which could result in discipline or adversely affect the Custodian's continuation of employment or salary level, he/she shall be given forty-eight (48) hours prior written notice of the meeting setting forth the reasons for the appearance and shall be entitled to have representation from MEA, DSEA and/or NEA present to advise him/her. Matters not indicated in the written notice shall not be discussed at the meeting, except by mutual consent of all the parties present. Should the need occur, the District shall place Employees on Administrative Leave with pay to investigate such matters under the provisions of this article.

- 12.6** No Employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

12.7 The District shall recognize all Custodian staff with an annual Custodian and Maintenance Week.

12.8 PUBLIC CRITICISM – Any criticism by a Supervisor, Administrator, or Board member of an employee’s professional competence shall be made in confidence, and not in the presence of students, parents, peers or public gatherings including online and social media platforms. Any criticism of the competence of a Supervisor, Administrator, or Board member by an employee or the Association shall be in confidence, and not in the presence of students, parents, peers or public gatherings including online and social media platforms.

**ARTICLE XIII
SENIORITY, LAYOFF, AND RECALL**

13.1 Reduction of Custodial personnel and Maintenance Mechanics shall be accomplished by seniority. Seniority shall be defined as the length of continuous full-time service in the District as a Custodian.

13.1.1 An Employee shall lose his seniority and all rights thereto under this Agreement for the following:

- (1) resignation or discharge for just cause;
- (2) retirement;
- (3) failure to return to work from leave of absence or to notify the District of intent to return to work within the specific time requirements shall be considered a voluntary resignation;
- (4) failure to respond to a proper recall notice.

13.2 The person with the least seniority in the Milford School District shall be laid off first.

13.2.1 The Employee's seniority shall be established as the date of hire.

13.3 The District will provide seniority lists on request.

13.3.1 If a Reduction in Force is necessary beyond normal attrition, the Superintendent shall determine the number of positions that will be reduced as well as the date such reductions are needed and shall appraise the Employees of this information twenty (20) work days prior to the effective date of the reduction.

13.4 In the event that two (2) or more Employees have the same length of service in any classification, or area of certification, the following criteria shall be used in the order enumerated as tie-breakers.

- (1) Certification or specialized training directly related to job responsibilities.
- (2) Total length of service in public or private schools in Delaware.
- (3) A lottery as established by the Superintendent and an Association Representative

13.5 Laid off Employees shall be recalled to the same or lower level from which they were laid off. The same criteria used to reduce Employees shall be used to recall them with the last person laid off being the first person recalled. Recalled Employees shall receive the salary of the position to which they are recalled. Employees on approved leaves of absence shall be subject to the layoff provisions of this Agreement.

13.5.1 Time lost by an Employee laid off under the provisions of this Article, who is subsequently recalled, shall not be considered to interrupt continuous service; but such time shall not be counted toward additional service or be a criterion for benefits as set forth in this Agreement

13.6 Employees shall remain on the recall list for a period of fourteen (14) months from the last day worked.

13.7 Specifically title skilled positions, to a maximum of five (5), shall be designated by the District as Maintenance Mechanics. These positions shall not be included in the seniority layoff procedure.

ARTICLE XIV HOLIDAYS, VACATIONS and COMPENSATORY TIME

14.1 The following holiday schedule will be observed by all twelve-month, full-time employees of the Milford School District and schools will be closed:

- Independence Day
- Labor Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Day

- New Year's Day
- Martin Luther King Day
- Good Friday
- Easter Monday
- Memorial Day
- General Election Day (every two years)
- Return Day (Half Day every two years)
- Presidents' Day
- Veterans' Day - November 11

14.2 Holidays that occur on a non-work day including a weekend, shall be observed in accordance with Title 1, Chapter 5, §501, Delaware Code, as amended.

14.3 Winter Closure of School Facilities

14.3.1 All twelve-month (12) Employees are required to take annual leave or up to four (4) days of compensatory leave during the winter break as school facilities will be closed. The Superintendent has the right to open District facilities for special maintenance or other needs and to seek volunteers to work. Any Employee working during this time will be permitted to use his/her vacation days at another time during the year or receive additional compensation for the days worked.

14.3.2 Beginning July 1, 2003, twelve-month Employees on staff prior to the winter holiday break, shall have six (6) of their total yearly vacation days front loaded and held to insure sufficient vacation time available for the winter holiday closure. Twelve-month (12) Employees will then earn their remaining vacation days on a pro-rated basis at the end of each month.

14.4 The following vacation schedule shall apply to all full-time twelve-month (12) Employees:

14.4.1 Vacation period: Fiscal Year, July 1 to June 30.

14.4.2 Experience for vacation purposes shall include only continuous Employment in the District from the date last hired.

14.4.3 Authorized vacation may be taken up to the number of days earned after the first six (6) months of employment. Earned days will be added after each month. Vacation time will not be approved against future vacation credit.

14.4.4 Employees shall be permitted to take all earned vacation time within the twelve-month fiscal year beginning July 1 and ending

the following June 30, Every employee shall be permitted to take off at least ten consecutive vacation days between July 1 and September 1, provided the employee shall request the vacation leave time prior to April 1st. Within fifteen (15) days following the submission dates described herein, all requests shall be approved or denied with due regard to the following considerations:

- (a) Sufficient remaining staff to provide for the operations required in the district or the school on the dates requested.
- (b) When necessary, conflicts for specific dates shall be resolved by seniority.
- (c) It shall be the employee's responsibility to reschedule immediately when any dates are not approved.
- (d) Dates not approved under these conditions shall be permitted to accumulate to a maximum of forty-two (42) vacation days.

14.4.5 Beginning July 1, 2003, vacation is authorized to be earned as follows:

Years Continuous Service	Days Per Month	Days Per Year
0 through 5 years	1.5	18
6 through 15 years	1.75	21
16 and over	2.0	24

Twelve-month (12) Employees who maintain a good attendance record may earn up to two additional vacation days per year. Two (2) additional vacation days shall be granted if an Employee is absent for three (3) or less days in the prior fiscal year. One (1) additional vacation day will be granted to Employees who are absent only four (4) days in the prior fiscal year. Employees must have one full calendar year of employment with the District to be eligible.

14.4.6 Accrued vacation time with another State Agency shall not be transferred to the Milford School District.

14.4.7 Persons employed on or before the 15th of the month will receive

full credit for that month. Persons resigning after the 15th of the month will receive full credit for the month.

14.4.8 Vacation days may be accumulated up to a maximum of forty-two (42) and carried over to the next Fiscal Year. At the end of a Fiscal Year, if an Employee has accumulated more than forty-two (42) days, such vacation leave shall be adjusted to forty-two (42) days at the end of that fiscal year. Prior to the end of the fiscal year, any Employee whose accumulated vacation days will exceed forty-two (42), shall be granted vacation leave on one occasion annually up to a maximum of ten (10) consecutive days, provided the leave is taken between May 1 and June 30 of that fiscal year.

14.4.9 Vacation time is earned during an approved leave of absence with pay, but is not earned during a leave of absence without pay.

14.4.10 For school closing or delay due to inclement weather or emergency all Maintenance and Custodial staff are considered Essential Employees. Essential Employees must report as directed by the Superintendent or Designee.

14.4.10.1 In the event that schools are closed for a weather related State of Emergency or closure of State Offices in Kent or Sussex counties, Employees will be offered hour for hour compensatory time.

14.4.11 An Employee not reporting to work as directed, reasonable travel delays notwithstanding, will have time not worked charged against accrued vacation. In the event the Employee's vacation leave balance is insufficient, time not worked will be charged in the following order:

- 1) sick leave/personal days, or
- 2) leave without pay.

14.4.12 During inclement weather or emergency, the District reserves right to transport to and from work essential and Administrative Employees who are not otherwise able to get to work.

14.4.13 Delaware Code will be applied as applicable to the condition including State of Emergency and other contingencies.

14.4.14 Unexcused absences shall be charged against accrued vacation.

14.4.15 Except in emergency situations, vacations must be requested at

least two (2) working days prior to the actual vacation date. Custodians must secure written approval for vacation from their Building Principal or designee. Maintenance Mechanics must secure written approval for vacation from the Supervisor of Buildings and Grounds or Designee.

14.4.16 Employees will be provided with access to their annual record of their sick leave and vacation balances through Data Service Center. A record of compensatory time will be provided in January and July upon request.

14.4.17 Compensatory time may be taken with two (2) days' notice by leave request form. All requests shall be approved or denied with due regard to the following:

(a) Sufficient remaining staff to provide for the operations required in the District or the School on the dates requested and

(b) When necessary, conflicts for specific dates shall be resolved by seniority.

In the case of an Employee emergency, the Employee will be permitted to use earned compensatory time for up to two (2) consecutive days by notifying their Supervisor or Designee of the emergency and the need to utilize compensatory time. This leave will be granted in the absence of any District emergency.

14.4.18 Day Custodial Employees and Maintenance Mechanics shall be granted the same allowances for late arrival for fog. Night Custodial Employees and Maintenance Mechanics shall be granted, at District discretion, early release for inclement weather.

14.4.19 Approved District compensatory time earned in one School Building may be carried to any other building in cases where the Employee transfers.

14.4.20 Effective January 1, 2004, an Employee may not use more than twenty-two and one-half (22.5) hours of comp time within a pay period (every two (2) weeks) without written permission from the Supervisor of Building and Grounds.

14.4.21 Compensatory time may be accrued on a calendar year basis beginning January 1 and must be used by December 31 each year. Earned compensatory time not used by December 31 each year will be forfeited. Any exceptions will be mutually agreed upon

with the Employee's Direct Supervisor.

- 14.4.22** Overtime shall first be offered to the Custodial staff in the building where the work will occur unless a special skill is required.
Overtime shall be assigned to interested Employees by lottery.

ARTICLE XV

LEAVE OF ABSENCE

- 15.1** The Employer agrees to comply with all the provisions of Titles 14 and 29 of the Delaware Code, relating to leaves of absence.

ARTICLE XVI

HOURS OF WORK AND PREMIUM RATES

- 16.1** It is understood the Employer will establish hours of work and the workweek for Employees based upon the need for the services of the Employees. The Employer reserves the right to reasonably modify starting and quitting times of Employees and also the right to adjust the Employee's work week in non-voluntary and non-emergency situations. The Employer will notify the employee(s) involved at least ten (10) days in advance of such change; however, in the event of an emergency the Employee(s) will report as requested without regard to the aforementioned notice.
- 16.1.1** The District shall make a good faith effort to provide coverage for Custodians who use more than one (1) day of leave. Substitute coverage will begin on the second (2nd) day of absence provided timely notice is given by the absent employee. When Maintenance Mechanics are needed to assist Custodians in a Building due to extended Custodial absences and/or in emergency situations for duties not usually performed by Maintenance Mechanics, the Maintenance Mechanics shall be called in to assist on a rotating basis with least senior workers called first. No maintenance mechanic will serve more than ten (10) consecutive workdays at a time on such a rotation. Maintenance Mechanics will receive ten (10) days' notice except for an emergency situation.
- 16.1.2** Staffing of night shift will be comprised of no less than two (2) Custodians.
- 16.1.3** When an Employee's duties require him/her to be in an unoccupied building, the Supervisor of Building and Grounds or

Designee, will be notified. Annually, a check in procedure will be established and/or reviewed, by an Association representative, an Elementary Custodial representative, an Elementary Building Chief, and the Supervisor of Buildings and Grounds in order to ensure the safety of all employees.

16.1.4

During planned school year days in which students are not present, a work schedule rotation shall be created among all afternoon/evening shift Custodians in each building that would allow for one Custodian's shift to end at five (5) pm and all other custodians to work an earlier shift. This rotation shall be established first through volunteers. If no such volunteer exists, the last shift shall be assigned by reverse seniority order for each qualifying day. For example, the first day the least senior must take the last shift, the next day the second to least senior must take the shift. In the case that all other employees leave the building prior to five (5) pm. 16.1.4 shall apply.

16.2 Work Week:

16.2.1

The normal workweek will be Monday through Friday. The parties recognize that on occasion other schedules may be necessary and may be implemented provided that all time worked on any Saturday or Sunday which is beyond the normal work week established by the Employer will be paid at the rate one and one-half (1/2) times the Employee's regular hourly rate, as specified in Article 16.3. Any Employee called back by the Employer to work outside their regularly scheduled work week shall be paid a minimum of two (2) hours at the rates specified herein. Further, if called back to work for a period of time outside the regularly scheduled shift, the Employee is expected to work the actual time necessary to complete all the requirements of the job for which they were called back.

16.2.2

During non-Teacher work weeks, Employees may, with the approval of their appropriate Supervisor, work flexible hours to meet their individual needs within the forty (40) hour work week. Compensatory time, in accordance with Article XVI, shall also be available for use during this time. Beginning and ending dates for

flexible work schedules during the summer months shall be tentatively scheduled by February 15 annually between MEA representatives and the Superintendent or Designee. Beginning and ending dates for flexible work schedules during the summer months will be set by May 1 annually between MEA representatives and the Superintendent or designee.

- 16.3** Employees who are required to work more than forty (40) hours per week, exclusive of lunch, will be paid one and one-half (1 1/2) times the regular hourly rate of pay for each hour worked beyond forty (40) hours or compensatory time at the same rate, as mutually agreed upon by the Employee and Immediate Supervisor, prior to performing the overtime. If more than one-half (1/2) the Employees in the same building request to take compensatory time on the same date, such time shall be assigned on the basis of seniority.
- 16.4** All full-time Employees shall be provided with two (2) fifteen (15) minute rest periods for each full eight (8) hour shift, which can be combined into one (1) thirty (30) minute rest period at the discretion of the Supervisor provided all Employees within each building follow the same break schedule. All full-time employees will be entitled to one (1) thirty-minute (30) duty-free lunch in accordance to Title XIV of Delaware Code, Section 710.
- 16.5** No Custodian shall have their work hours reduced or be laid off as a result of subcontracting.
- 16.6** Any Employee who is called for jury duty shall receive the daily rate of pay as an Employee. Daily evidence of service shall be provided to the Employer. The Employer may request the Employee be excused by the court, if warranted. Night shift Employees will work day shift on days when jury duty or jury service is served. When Employee is dismissed from jury duty, they should return to complete their day shift within a reasonable amount of time. On days when the Employee does not report to jury duty or jury service, he or she shall report for their normal nighttime shift.

ARTICLE XVII

VACANCIES, TRANSFERS, AND PROMOTIONS

17.1 Vacancies

17.1.1 The Superintendent or his/her Designee will post on the District Personnel Web Page (www.milfordschooldistrict.org) all known Custodial/Maintenance vacancies as they occur. Notices shall be posted seven (7) days prior to the application deadline. Consideration will be given to all District Custodial employees and Maintenance Mechanics who apply. Custodial employees and Maintenance Mechanics who desire to be considered for transfer to another position shall file a written statement of such desire with the Superintendent or his Designee. The Vice-President of the bargaining unit in conjunction with the Supervisor of Buildings and Grounds, Superintendent or Designee shall have the right to appoint an Association Representative to serve on each job interview committee.

17.1.2 The written notice of a vacancy shall contain:

- (1) Position Description;
- (2) Location;
- (3) Deadline for Application;
- (4) Person to whom application to be submitted.

17.1.3 The decision on transfers and promotions shall be based upon relative knowledge, skill and abilities of the respective applicants for the position to be filled, with the person having the highest degree of these attributes receiving the transfer or promotion. In considering the applicant's "abilities," the Employer may consider aptitude, past performance and references. When all three (3) of these criteria (knowledge, skill and ability) are equal, the position shall be awarded to the applicant with the greatest seniority,

17.1.4 If an Employee is denied transfer or promotion, the Employee shall be entitled, upon request, to a meeting with the Building Principal or Supervisor of Buildings and Grounds. The Employee shall be entitled to be accompanied by a Representative and to discuss with the official the reasons for the denial.

17.2 Involuntary Transfer

17.2.1 When a vacancy occurs, volunteers will be sought before section 17.2.2 goes into effect.

17.2.2 Staff members are subject to transfer on the basis of the current and future needs of the school district. Employees will be notified of the transfer ten (10) workdays in advance of the change; in no case will a transfer be made without meeting with the Employee involved. Among those classified and paid as Custodians on both the state and local salary schedules, the employee with the least seniority will be the first to be transferred.

**ARTICLE XVIII
PERSONNEL EVALUATIONS**

- 18.1** Custodial personnel and Maintenance Mechanics shall be given a draft copy of any evaluation report and shall examine such report with the person preparing it within eight (8) days of the completed evaluation.
- 18.2** If the Employee wants to have another meeting to discuss any matter raised in the evaluation report, he/she must file a request with the Supervisor within five (5) days after the initial meeting.
- 18.3** After such review, the Employee shall sign the evaluation report to indicate awareness of the contents of the evaluation report. The signature of the Employee shall mean only that the report has been seen and discussed; it shall not indicate agreement or disagreement with the report.
- 18.4** Provisions shall be made for the Employee to write a statement concerning the evaluation, whether the Employee agrees or disagrees, and such statement shall be included with the report.
- 18.5** Any complaints regarding Custodial personnel/Maintenance Mechanics made to any member of the Administration by any parent, student, or other person, which is reduced to writing, shall within eight (8) days of the complaint be brought to the Employee's attention. The Principal or Supervisor shall meet with the Employee to apprise the Employee of the full nature of the complaint. The Employee shall have the opportunity to rebut the allegations of the complaint. If the Employee is not satisfied with the results of the meeting(s) with the Principal or Supervisor, the Employee may file a Grievance.

- 18.6** Any Custodial Employee/Maintenance Mechanic who receives an evaluation with an area marked "needs improvement" or "ineffective," shall receive an "improvement plan" which shall be mutually developed by the Employee, the Employee's immediate supervisor and/or the Building Principal. An improvement plan shall cover not more than a six (6) month period of time and a reevaluation of the Employee shall occur within the time frame of the improvement plan.

ARTICLE XIX

FAIR DISMISSAL PROCEDURE

- 19.1** No Employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or given an adverse evaluation of his/her services without just cause.
- 19.2** In the event the Employer intends to dismiss an Employee for just cause, the Employer shall provide a written notice of such intent, containing a statement of the reasons constituting just cause and shall follow Board Policy 4214, Rules of Procedure for Conducting Disciplinary Hearings for Non-Certified Personnel. Under said policy, the Employee may, within ten (10) days after receiving a decision, appeal the decision to the Board.
- 19.3** Any appeal to the Board from a hearing conducted under Policy 4214 shall result in an appeal hearing before the Board. The procedure to be followed at the Board hearing shall be as set forth in Board Policy 4211 for a Level III grievance hearing.

ARTICLE XX

PERSONAL FREEDOM

- 20.1** The personal life of an Employee is not an appropriate concern for the attention of the Board except as it may directly inhibit the Employee from performing properly his/her assigned functions during the workday.

ARTICLE XXI

SAFETY

- 21.1** The Employer and the Association shall cooperate in the enforcement of safety regulations. However, should Employee believe that an unsafe or unhealthy working condition exists, he/she shall notify their Supervisor immediately and

provide all factual information relating to the situation. The District shall immediately investigate the matter and inform the Employee and an Association Representative of the results of its investigation and of any corrective action to be taken, within five (5) working days after the completion of the investigation.

21.1.1 If the Association is not satisfied with the investigation, a third (3rd) party investigation shall be conducted and considered final.

- 21.2** The Principal or Designee and building and grounds supervisor shall inform the Custodial/Maintenance Representative in the School Building of any upcoming staff meeting that intends to discuss or address issues with the operation of the School and shall provide time to attend such meetings to represent the Custodial/Maintenance group.

ARTICLE XXII

CUSTODIAL/MAINTENANCE TRAINING

- 22.1** Custodial Employees and Maintenance Mechanics shall receive the equivalent of one in-service day of training per year. Additional days of in-service training may be scheduled with mutual consent of the MEA Custodial/Maintenance Group and the Superintendent.
- 22.2** The opportunity to attend specialized training(s) pursuant to career advancement will be offered, in writing, to all Custodial staff/Maintenance Mechanics. When notification is sent, a copy will also be sent to the Vice-President of Custodians in writing within twenty-four (24) hours of posting.

APPENDIX A
LOCAL SALARY SUPPLEMENT: CUSTODIAN/MAINTENANCE
TWELVE-MONTH EMPLOYEES

All Local Salary Scale adjustments shall comply with the pay cycle and State Scale adjustments as dictated by the State of Delaware Operating Budget Bill.

EXPER	FY 2022			
	C	CF	M	CH
0	7,288	7,413	10,805	9,842
1	7,381	7,538	10,933	9,972
2	7,476	7,633	11,030	10,067
3	7,538	7,697	11,094	10,131
4	7,633	7,760	11,158	10,196
5	7,728	7,854	11,254	10,293
6	7,790	7,982	11,351	10,388
7	7,887	8,015	11,446	10,484
8	7,982	8,144	11,542	10,580
9	8,046	8,208	11,606	10,644
10	8,144	8,303	11,705	10,741
11	8,239	8,399	11,800	10,838
12	8,335	8,463	11,864	10,902
13	8,463	8,591	11,992	11,030
14	8,496	8,625	12,024	11,061
15	8,560	8,689	12,088	11,125
16	8,625	8,753	12,217	11,254
17	8,689	8,817	12,281	11,318
18	8,753	8,881	12,409	11,446
19	8,848	8,976	12,473	11,511
20	8,945	9,073	12,537	11,575
21	9,009	9,138	12,601	11,639
22	9,040	9,169	12,664	11,704
23	9,073	9,202	12,729	11,768
24	9,104	9,234	12,793	11,832
25	9,138	9,266	12,857	11,896
26	9,169	9,298	12,921	11,960
27	9,202	9,330	12,987	12,024
28	9,234	9,394	13,051	12,088
29	9,266	9,458	13,115	12,152
30	9,330	9,585	13,244	12,281

All Local Salary Scale adjustments shall comply with the pay cycle and State Scale adjustments as dictated by the State of Delaware Operating Budget Bill.

	FY 2023			
EXPER	C	CF	M	CH
0	7,433	7,561	11,021	10,039
1	7,529	7,689	11,152	10,171
2	7,625	7,786	11,250	10,268
3	7,689	7,851	11,316	10,333
4	7,786	7,915	11,381	10,400
5	7,882	8,011	11,479	10,498
6	7,946	8,142	11,578	10,596
7	8,044	8,175	11,675	10,694
8	8,142	8,306	11,773	10,791
9	8,207	8,372	11,839	10,857
10	8,306	8,469	11,939	10,956
11	8,404	8,567	12,036	11,055
12	8,502	8,633	12,101	11,120
13	8,633	8,763	12,232	11,250
14	8,666	8,798	12,264	11,282
15	8,731	8,863	12,330	11,348
16	8,798	8,928	12,461	11,479
17	8,863	8,993	12,527	11,544
18	8,928	9,058	12,657	11,675
19	9,025	9,156	12,723	11,741
20	9,124	9,254	12,788	11,807
21	9,189	9,321	12,853	11,872
22	9,221	9,353	12,917	11,938
23	9,254	9,386	12,984	12,004
24	9,286	9,419	13,049	12,069
25	9,321	9,451	13,115	12,134
26	9,353	9,484	13,180	12,199
27	9,386	9,516	13,246	12,264
28	9,419	9,582	13,312	12,330
29	9,451	9,647	13,377	12,395
30	9,516	9,777	13,509	12,527

APPENDIX B BENEFITS

RETIREMENT SICK-DAY BENEFIT PROGRAM

Effective January 1, 2004, upon the retirement of a Milford School District Employee, the Board agrees to compensate the Employee for unused sick days accumulated above ninety (90) and up to and including one-hundred and forty (140) days at the rate of thirty dollars (\$30) per day. All sick days up to the maximum of one-hundred and forty (140) earned days, would have to be accumulated while in the employment of the Milford School District.

DEATH BENEFIT PROGRAM

The Board agrees to continue the Death Benefit Program. The Board may pay to the estate of the deceased eligible Employee or to a specified beneficiary, a sum equal to twenty (20) days pay at the per diem rate of the regular gross annual salary for the fiscal year during which death occurs.

HEALTH CARE INSURANCE

The Milford School District will participate fully in the State subsidized plan of health care insurance as authorized in 29 Delaware Code, Chapter 52.

Since 29 Delaware Code, Chapter 52 does not provide basic health care insurance coverage for personnel who have not completed at least three (3) months of employment for the State of Delaware, the Board agrees to subsidize said health care insurance coverage for these full-time Employees from local funds for the first three (3) full months of employment beginning on the first of the month following the employee's hire date in an amount not to exceed identical coverage provided for experienced employees by the State. Coverage from local funds will terminate as soon as the Employee qualifies and is enrolled in the State-Subsidized program.

Any first year full-time Employee who qualifies for participation in the State Health Care Insurance Program, except for the three-month (3) experience clause, is eligible for inclusion in the local program.

BENEFITS - STATE FLEXIBLE SPENDING ACCOUNT

The District agrees to abide by the State of Delaware Flexible Spending Account Plan for eligible Employees. All rules and regulations promulgated by the State of Delaware shall apply.

FLEXIBLE BENEFIT PROGRAM

Effective July 1, 2017, the District shall offer a negotiated amount to be used towards health, dental, or vision insurance premiums as part of a flexible benefit program. Full time Employees will receive one-hundred percent (100%) of the negotiated benefit. Permanent part-time, pension-eligible Employees will receive fifty percent (50%) of the negotiated benefit.

- a. Fiscal Year 2022: \$600 per full-time Employee
- b. Fiscal Year 2022: \$300 per permanent part-time, pension eligible Employee
- c. Fiscal Year 2023: \$600 per full-time Employee
- d. Fiscal Year 2023: \$300 per permanent part-time, pension eligible Employee

APPENDIX C
COURSE REIMBURSEMENT
ALL BARGAINING UNITS

The Milford School District encourages all Employees to further their education and improve their professional skills. To support this philosophy, the District will allocate funds to provide tuition reimbursement for courses which either relate directly to the Employee's job responsibilities or are required as part of an overall job-related degree program.

1. To receive course reimbursement, requests must be approved by the Director of Human Resources prior to the start of the course. A passing grade of a "B" or better must be obtained and the employee must complete the full contractual year of employment.
2. Each employee receiving a tuition or a reimbursement must execute and deliver to Human Resources an agreement in the District's form agreeing to repayment terms if certain conditions are not met.
3. Tuition reimbursement will be limited to the total local course reimbursement as negotiated bi-annually in this Negotiated Agreement.
 - a. Fiscal Year 2022: \$70,000 will be allocated to course reimbursement for all bargaining units
 - b. Fiscal Year 2023: \$70,000 will be allocated to course reimbursement for all bargaining units
4. Funding shall be divided into two equal parts.
 - a. Fifty percent (50%) of the course reimbursement allocation shall be made available for all eligible Employees who complete their courses and have verification of successful course completion submitted to the District prior to February 1.
 - i. In the event that the approved allocation is not sufficient to provide total reimbursement to all eligible Employees, the District shall pro-rate the funds so that each eligible Employee receives a share of the total district allocation equal to the individual Employee's reimbursable expenditure divided by the total reimbursable expenditure of all Employees in the District multiplied by the District allocation.
 - b. The additional fifty percent (50%) of the course reimbursement allocation shall be made available for eligible Employees who complete their courses and have verification of successful course completion submitted to the District prior to June 1.
 - i. In the event that the approved allocation is not sufficient to provide total reimbursement to all eligible Employees, the District shall pro-rate the funds as stipulated above.
5. Any unused funding after February 1 will be added to the second part of the year's allocation to be used by June 1. Any unused funding after June 1 will be reverted to the District.
6. No reimbursement shall be in excess of the tuition charged a Delaware resident taking a course with an equal number of credit hours at the University of Delaware.

APPENDIX D
GRIEVANCE FORMS

MILFORD SCHOOL DISTRICT
Milford, Delaware 19963

FORMAL GRIEVANCE PRESENTATION

Level One: Administrator/Supervisor

Aggrieved Person (s) _____ School _____

Date of Informal Discussion _____

Name of Immediate Administrator /Supervisor

Statement of Grievance: (Include Section of Agreement or School Board Policy at Issue)

Action Requested:

Date

Signature of Aggrieved

Copies to:

MILFORD SCHOOL DISTRICT
Milford, Delaware 19963

FORMAL GRIEVANCE PRESENTATION

Level Two: Superintendent

Aggrieved Person (s) _____ School

Date of Level One presentation _____

Statement of Grievance: (Include Section of Agreement or School Board Policy at issue and state reasons for non-acceptance of Level One decision.)

Action Requested:

Name of legal counsel if one is to be present

Date

Signature of Aggrieved

Copies to:

MILFORD SCHOOL DISTRICT
Milford, Delaware 19963

FORMAL GRIEVANCE PRESENTATION

Level Three: School Board

Aggrieved Person (s) _____ School

Date of Level One presentation _____

Date of Level Two presentation _____

Statement of Grievance: (Include Section of Agreement or School Board Policy at issue and state reasons for non-acceptance of Level Two decision.)

Action Requested:

Name of legal counsel if one is to be present

Date

Signature of Aggrieved

Copies to:

APPENDIX E
BINDING ARBITRATION LEGISLATION
HOUSE OF REPRESENTAATIVES
142nd GENERAL ASSEMBLY
HOUSE BILL NO. 1
AS AMENDED BY HOUSE AMENDMENT NOS. 1 & 2

AN ACT TO AMEND CHAPTER 40, TITLE 14 OF THE DELAWARE CODE RELATING TO THE PUBLIC SCHOOL EMPLOYMENT RELATIONS ACT, BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF DELAWARE:

Section 1. Amend §4013(c), Title 14 of the Delaware Code by striking subsection (c) in its entirety and substituting in lieu thereof the following:

- (c) For those terms and conditions that are negotiated pursuant to State law, the public school employer and the exclusive bargaining representative shall negotiate written grievance procedures ending in binding arbitration by means of which bargaining unit employees, through their collective bargaining representatives, may appeal the interpretation or application of any term or terms of an existing collective bargaining agreement. The written grievance procedures shall be included in any agreement entered into between the public school employer and the exclusive bargaining representative, and shall include:
- (1) a provision to limit binding arbitration to claims that the terms of the collective bargaining agreement have been violated, misinterpreted, or misapplied;
 - (2) a provision to prohibit claims relating to the following matters from being processed through binding arbitration:
 - (i) dismissal or nonrenewal of employees covered by Chapter 14 of Title 14.
 - (ii) dismissal or nonrenewal of employees not covered by Chapter 14 of Title 14 unless the controlling collective bargaining agreement provides that such matters are subject to binding arbitration;
 - (iii) Delaware law;
 - (iv) rules and regulations of the Delaware Department of Education or State Board of Education;

- (v) the content of or conclusions reached in employee observations and evaluations unless the controlling collective bargaining agreement for employees not covered by Chapter 14 of Title 14 provides that such matters are subject to binding arbitration;
 - (vi) federal law;
 - (vii) rules and regulations of the United States Department of Education;
 - (viii) policies of the local school board; and
 - (ix) matters beyond the scope of the public school employer's authority;
- (3) a provision to select arbitrators by lottery from a panel of qualified arbitrators designated by the Public Employment Relations Board, In designating the panel, the Public Employment Relations Board shall prefer former judges who served on a Delaware constitutional court or on the United States District Court for the District of Delaware, and shall supplement the panel by adding qualified labor arbitrators;
 - (4) a provision to empower the Public Employment Relations Board to administer arbitrations pursuant to regulations adopted by the Public Employment Relations Board;
 - (5) a provision to require that disputes relating to whether a matter is arbitrable be ruled upon by the arbitrator prior to hearing the merits of the dispute, and, if the arbitrator determines that the dispute is arbitrable, a provision to require that the same arbitrator schedule a second hearing to hear the merits of the dispute;
 - (6) a provision to assess against the losing party the arbitrator's fees and expenses incurred in determining whether a dispute is arbitrable; and
 - (7) a provision to require that the arbitrator's fees and expenses incurred in deciding the merits of a dispute be evenly divided between the parties.

Section 2. This bill shall become effective upon ratification of a new or extension of an existing collective bargaining agreement, unless agreed otherwise by the parties to an existing collective bargaining agreement. However, a dispute may not be arbitrated

under the terms of such a new or extended collective bargaining agreement until the Public Employment Relations Board adopts implementing regulations. If a dispute subject to the provisions of this Act is submitted to arbitration and the Public Employment Relations Board has not adopted implementing regulations, the dispute must be held in abeyance until the implementing regulations are adopted and thereafter be submitted to arbitration.

Section 3. §4013(c)(3) and (4) of Title 14 shall not apply to the bargaining units currently representing secretarial employees in the Red Clay Consolidated School District and custodial employees in the Appoquinimink School District.

Section 4. §4013(c)(3) and (4) of Title 14 shall not apply to any bargaining units organized by an employee organization not certified as the exclusive bargaining representative of educational support personnel on the date of its enactment into law. 'Educational support personnel' shall for the purposes of this Section be defined as non-teacher employees.

2021 - 2023

Milford School District and Milford Education Association

Contract Ratification



Jason Miller, MSD Board President



Brice Baylis, MEA President



Kevin Dickerson, Ed.D.,
MSD Superintendent



Dwayne Hendricks, MEA VP Custodial

Approved Date: April 19, 2021