



AGREEMENT

between the

SUSSEX TECH BOARD OF EDUCATION

and the

SUSSEX TECH SUPPORT EMPLOYEES ASSOCIATION

(STSEA)

July 1, 2023 through June 30, 2026

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PREAMBLE

This Agreement, entered into this first day of July, 2023, by and between the BOARD OF EDUCATION OF THE SUSSEX TECHNICAL SCHOOL DISTRICT, County of Sussex, State of Delaware, (the "Board" or "Employer") and the SUSSEX TECH SUPPORT EMPLOYEES ASSOCIATION (the "Association").

WITNESSETH:

WHEREAS, the Board has an obligation pursuant to Delaware Code, Title 14, Chapter 40 to negotiate with the Association as the representative of employees hereinafter designated with respect to matters concerning or related to wages, salaries, grievance procedures, and working conditions.

ARTICLE I RECOGNITION

1.1 Bargaining Unit Composition

The Board recognizes the Association as the exclusive negotiating representative for collective bargaining pursuant to Title 14, Chapter 40, of the Delaware Code. The positions contained in the bargaining unit shall include:

- Custodians
- Custodian Fireman
- Maintenance mechanics
- Groundskeeper

The following positions are excluded from the bargaining unit:

- Building Chief
- Night Custodian Supervisor
- Director of Administrative Services
- Turf Manager and
- Assistant Turf Manager

1.2 Terms

1.2.1 "Employee" means anyone included in the bargaining unit.

- 1.2.1 "Vacancy" means a newly created position or a previously occupied position within the bargaining unit that was left open by an employee leaving the District or transferring to another position.
- 1.2.2 "Days" means workdays.
- 1.2.3 "Board" means the Sussex Technical School District Board of Education.
- 1.2.4 "District" means the Sussex Technical School District.
- 1.2.5 "Association" means the Sussex Tech Support Employees Association, an affiliate of the Delaware State Education Association and the National Education Association.

All references to Superintendent, Director, Supervisor, Principal, Administrator, or immediate supervisor. includes designee, if any.

ARTICLE II TERM OF AGREEMENT

- 2.1 **Term of Agreement**
The Term of this Agreement shall be July 1, 2023 - June 30, 2026. The Board agrees to enter into collective negotiations over a successor Agreement in accordance with Chapter 40, Title 14, Delaware Code in good faith with the Association, or its successor as prescribed by law. Extension for opening negotiations may be granted, with mutual agreement by both parties. Any agreement so negotiated shall be reduced to writing, and shall be subject to ratification by the Association and adoption by the Board.
- 2.2 **Modification**
This Agreement incorporates the entire understanding of the parties. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not covered by the Agreement. If, however, the parties mutually agree to discuss and agree upon any issue, such an agreement shall be in writing and approved by both parties.
- 2.3 **Governmental Action**
If action is taken by the Department of Education, State Board of Education, or legislation that would negate or contradict any part of this Agreement, parties agree to meet and seek to negotiate a replacement provision, if applicable.

ARTICLE III
ASSOCIATION RIGHTS AND PRIVILEGES

- 3.1 **Exclusive Rights**
The rights and privileges of the Association and its representatives as set forth in the Agreement shall be granted only to the Association as the exclusive representative of the employees and to no other employee organizations during its certification as specified in Delaware Code, Title 14, Chapter 40. The rights and privileges granted to the Association shall not be granted to any similar organization during the duration of this Agreement.
- 3.2 **Information**
The Board agrees to furnish to the Association, in response to reasonable requests to the Superintendent, all available information concerning the financial resources of the District, including but not limited to: annual financial reports and audits, tentative budgetary requirements and allocations, agendas and minutes of all public Board meetings, census data, individual and group employee health insurance premiums and experience figures, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with information which may be necessary for the Association to process any grievance or complaint. All information shall be in accordance with Delaware Code, Title 29, Chapter 100 (Sunshine Law).
- 3.3 **Use of School Buildings**
The Association shall have the right to use school facilities (i.e., meeting rooms), after the regular working day when available and otherwise not in use. Such right is subject to the policies and regulations of the Board and also subject to the approval of the building administrator or designee in charge.
- 3.4 **Use of School Equipment**
The Association may have the privilege of the use of school equipment, including computers, calculators, copiers, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise scheduled or in use. The equipment may not be moved without the prior approval of the school principal. The Association shall pay for the actual cost for any repairs necessitated as a result of such use.
- 3.5 **Bulletin Boards**
The Association shall have use of the bulletin board in the custodial break room for Association information.
- 3.6 **Liaison Meeting**
Two (2) members of the Association, the Building Chief and/or the Director of Administrative Services shall meet as a Liaison Committee for the purpose of discussing ideas, to include in-Service planning and discussion, and preventing and solving problems. The meetings shall be held upon request of the Association or District Administration.

3.7 Release Time

The District shall allot a block of five (5) days of release time with pay each school year to the Association for Association business which cannot be conducted outside of regular school hours. Except in cases of an emergency, the Association President shall notify the member's Building Chief, in writing, at least three (3) school days in advance of the projected release time. The Association shall compensate the District for any substitute hired to cover such absence.

3.8 State Association Positions

Any member of the Association who holds an office in the State Association or N.E.A. Director in the State Association shall have up to the number of days required by law each school year, without pay, to conduct Association business as determined by the Association. Except in cases of an emergency, the Association President shall notify the member's Building Chief, in writing, at least three (3) days in advance of such projected release time .

3.9^f Leave for State Association President

Any member of the Association who holds the office of President in the State Association shall be granted an unpaid leave of absence for the period of the individual's term in office and shall have the same rights as any other employee who returns from a leave of absence.

3.10 Representation Rights

Employees shall have the right to have an Association representative present at a meeting between the District or its designee and an employee that could lead to discipline, discharge, or affect the terms and conditions of her/his employment. This provision shall not apply to work area conversations between an employee and one supervisor such as providing instructions, training, suggestions to improve work area techniques, or when the purpose is for fact finding. In addition, the District will give the employee one workday prior notification of such a meeting.

3.11 Rights by Law

Pursuant to Delaware Code, Title 14, Chapter 40, the Board agrees that employees of the District shall have the right to freely organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations. The Board agrees that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her participating in activities of the Association and its affiliates, collective negotiations with the Board or his/her institution of any grievance, complaint, or proceeding under this Agreement.

3.12 Surveillance

All monitoring or observation of the work performance of employees shall be conducted openly and with full knowledge of the employee. The use of public address, audio systems, or similar surveillance devices shall be prohibited for the purposes of evaluation. The Association recognizes that the District may engage in video recordings of employees based on reasonable suspicion of misconduct. Video recordings may occur in public areas, work areas, and outdoors, but will

not occur in locker rooms, bathrooms, or any location where any employee has a reasonable expectation of privacy. The use of eavesdropping is prohibited.

ARTICLE IV
GRIEVANCE PROCEDURE

4.1 No Reprisals

The Board and the Association recognize the need to provide for the orderly resolution of any grievance. The Board guarantees that there shall be no reprisals against any employee utilizing the grievance procedures, or a party of interest thereto, by the Board or any employee of the Board.

4.2 Definitions:

4.2.1 A grievance is a claim arising out of an alleged violation, misinterpretation, or misapplication of this Agreement.

4.2.2 A grievant shall be an employee, a group of employees, or the Association acting on their behalf. All employees in a group or a class affected by a grievance shall be bound by any resolution accepted by the Association.

4.2.3 Parties in interest shall include the aggrieved, administrators, other administrators, and their representatives.

4.2.4 An employee who participates in a meeting relating to grievance proceedings during working hours shall suffer no loss in pay. The Association agrees that when a grievance involves multiple witnesses or grievants, the Association will arrange for the scheduling of such employees in a manner which minimizes disruption and expense to the district.

4.2.5 Time limits have been specified but may be extended or reduced by mutual agreement.

4.3 Representation:

Any aggrieved person may be represented at all stages of the grievance procedure. The Association shall have the right to be present at all meetings/stages of the grievance procedure.

4.4 Informal Level

It is the objective to secure equitable solutions to problems at the lowest possible level. In order to further this practice, the employee and his/her Association Representative will first discuss the problem with the Building Chief or relevant administrator. All parties are encouraged to keep such proceedings as informal and as confidential as may be appropriate at any level of this procedure.

4.5 Level One

The first formal contact will be made within twenty (20) days after the occurrence giving rise to the alleged grievance, or within twenty (20) days following the date on which the aggrieved party could logically be expected to become aware of the occurrence giving rise to the alleged grievance. The first contact at Formal Level One shall be made by the grievant in writing to the Director of Administrative Services setting forth the provision(s) by reference to Article and paragraph. The writing will state the specifics of the grievance and will indicate if a representative is to act as a speaker for the grievant. The meeting shall be scheduled by the Director of Administrative Services and held within ten (10) days after the receipt of the written grievance. Within five (5) days following the date of the meeting, the administrator shall render a written decision.

4.6 Level Two

If the grievant is not satisfied with the disposition of his/her/their grievance at Level One or if no decision has been rendered within five (5) days after presentation of the grievance, he/she may, within ten (10) days after the Level One meeting, appeal the Level One (1) disposition to the Superintendent. A meeting with the Superintendent shall be scheduled and held within ten (10) days after the Superintendent's receipt of the grievance.

4.6.1 Following this meeting, the Superintendent shall give a decision in writing within five (5) days to the grievant with copies to the other parties in interest.

4.7 Level Three

If the grievant is not satisfied with the decision at Level Two (2), and the Association desires to arbitrate the grievance, the Association may submit an Arbitration Demand to the Public Employment Relations Board. The Demand must certify a copy of the Demand was sent to the Superintendent. The Demand must be postmarked within fifteen (15) days after receiving the Level II decision. Section 4013(c) of Title 14 shall control the arbitration proceeding, including the determination of which grievances may be arbitrated. Termination decisions shall be submitted to binding arbitration.

ARTICLE V
DISCIPLINE AND PERFORMANCE

5.1 Just Cause

No employee shall be disciplined, reprimanded, discharged, reduced in rank or compensation, or deprived of any advantage without just cause and, where appropriate, utilization of progressive discipline.

5.2 Notification of Performance Deficiencies

5.2.1 If the immediate supervisor has a concern or complaint about any employee's performance, the concern shall be brought to the attention of the employee in a reasonably prompt manner.

5.2.2 It is acknowledged that improved performance or correction of deficiencies is the goal of such notification. The supervisor shall provide the employee with specific advice and assistance designed to correct the deficiency and/or improve performance. Such assistance shall be documented in writing, signed by the supervisor, and signed by the employee.

5.2.3 All performance deficiencies will remain in the staff folder for a period of two (2) years pending no other deficiencies are recorded during this period.

ARTICLE VI NON-DISCRIMINATION

6.1 Non-Discrimination

The Sussex Technical School District is committed to a policy of nondiscrimination and equal opportunity in relation to race, color, gender, religion, age, disability, marital status, national origin, genetic information, or other legally protected categories.

This policy will prevail in all matters concerning staff, students, educational programs and service, and persons with whom the District does business. In keeping with the District's commitment and the requirement of law, the District and staff will promote equal opportunity in employment, assignment, promotion of personnel, educational services, opportunities offered to students, location and use of facilities, and in educational materials.

6.2 Equal Opportunity

In keeping with the Board's commitment and requirements of law, the Board and staff will promote equal opportunity in employment, assignment, promotion of personnel, and in location and use of facilities.

ARTICLE VII
PERSONNEL FILES

- 7.1 **Definitions**
Personnel files are filed and maintained in the District office with all appropriate personnel information and documentation pertaining to the employee's performance.
- 7.2 **Access to File**
Upon making an appointment, an employee shall be given access to his/her file.
- 7.3 **Reproduction of Material**
An employee shall be permitted to have the material in his/her file reproduced. Such reproduction shall be done in the school or District office and shall be paid for by the employee at the regular District cost per copy.

Original file copies shall not be removed from the District office.
- 7.4 **Representatives During Review**
A representative of the Association may, at the employee's request, accompany the employee during the review of his/her file. A representative of the school administration shall be present at any inspection of the employee's file.
- 7.5 **Derogatory Material**
No material derogatory to an employee's conduct, performance, character, or personality shall be placed in his/her District personnel file unless the employee had an opportunity to review such material. The employee shall acknowledge the opportunity to review such material by signing the copy to be filed. Such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material, and the employee's answer shall be appended to the file copy of that which is protested and shall accompany any disclosure from such file to a third party.
- 7.6 **Removal of Negative Information**
Upon the request of the employee, if, after two years, there has been no reoccurrence of the offense, an employee may request that documents the employee deems unfavorable be removed from the employee's personnel file. Such a request shall be in writing and submitted to the Superintendent. Such requests shall not be unreasonably denied. The Superintendent and/or Designee shall respond in writing within fifteen (15) days of receipt of the request. If the request is granted, such documents shall be removed from the employee's personnel file.
- 7.7 **Authorized Individuals**
No one may review an employee's file except the State Auditor's Office, Superintendent, Board of Education, the Board's counsel, District and local building administrators, supervisor of the employee, the employee, and anyone authorized by the employee. Any authorized individual who reviews the file shall

indicate such action by affixing his/her name, the date of such review, the reason for review and materials copied.

7.8 Anonymous Complaints

Anonymous complaints shall not be used in the notification of deficiencies process or be added to any file unless the District determines such a complaint is well founded.

ARTICLE VIII MAINTENANCE
OF STANDARDS

- 8.1 All conditions of employment shall be maintained at the highest level possible. This Agreement is not intended to deprive employees of advantages heretofore enjoyed unless expressly stated herein.

ARTICLE IX
PROBATIONARY PERIOD

- 9.1 New employees shall serve a probationary period of ninety (90) workdays during which time Article/Section 5.1 shall not apply. Upon satisfactory completion of the probationary period, such employee's length of service shall be established as the date of employment.

ARTICLE X WORKING
CONDITIONS

10.1 Work Day

In accordance with Title 14 of the Delaware Code, section 710 of Regulations, the work day shall be eight (8) hours inclusive of a half (.5) hour paid duty free lunch. Each employee shall be allowed to leave the school grounds during that time.

10.2 Work Week

The normal work week shall be forty (40) hours Monday through Friday including meal break and rest periods.

10.3 Rest Periods

Each employee may take two (2) fifteen (15)-minute paid rest periods in an eight (8) hour work shift.

10.4 Overtime

All time worked over forty (40) hours per week, including special events, shall be compensated as follows: One point five (1.5) the regular rate of pay for time worked over forty (40) hours. An employee called back to work outside his/her regular shift shall receive a minimum of two (2) hours at the overtime rate in paid compensation.

- 10.4.1 Overtime shall be assigned on an equitable basis. While an employee has the right to

decline overtime, the parties agree that equality in overtime options among employees shall be the goal.

The Following will be the Rotation Equity Criteria:

- 1- Overtime will be offered in the order of seniority. If all employees on the seniority list down to the second (2nd) least senior employee do not wish to work the offered overtime, the least senior person will work the overtime assignment.
- 2- Subsequent to the above item number one (1), the next overtime assignment will be mandatory on the second (2nd) least senior employee. Thereafter, the overtime assignments will continue to be mandatory on a rotating basis, from the third (3rd) least senior employee up to the employee at the top of the seniority list.
- 3- Also, if the employee at the top of the seniority list accepts the overtime assignment offered in the above item #1, the subsequent overtime assignment will be initially offered to the employee that is second (2nd) from the top of the seniority list.

10.5 Snow Removal

In the event of snow, the District may modify the normal daily shifts to accommodate the operational needs of the district. If an employee works more than eight (8) hours in such a modified shift, the employees will receive paid compensation at the rate of one point five (1.5) times their regular rate of pay, for the additional time. Those unable to report for duty are not eligible for the 1.5 hour rate.

10.6 State of Emergency

In the event that schools are closed for weather related conditions and such period is declared "State of Emergency" by the appropriate Delaware governmental body, employees, at their option, will receive paid compensation at one point five (1.5) their daily rate of pay for work performed on "State of Emergency" days. Employees shall suffer no loss in pay in the event a state of emergency is declared or in the event employees' hours are reduced due to other emergency closings.

10.7 Seminars, School, Conferences or Workshops

An employee required to attend a seminar, school, workshop or conference for the mutual benefit of the employee and the District, will not suffer any loss in pay for the employee's normal work week for the time necessary for such attendance.

10.7.1 The employee will be reimbursed for allowable cost of transportation, housing and meals while he/she is away from the school facilities.

10.7.2 Any expense for items required by the school, seminar, conference, or workshop will be reimbursed and such items shall become the property of the employer. Proof of purchase and necessity of purchase will be required to justify reimbursement.

10.7.3 Any employee who receives prior approval and satisfactorily completes a course to improve job performance shall be reimbursed the cost of the tuition for such course. Any employee requesting reimbursement for such

a course shall have received prior approval consistent with the district process for approving such courses.

10.7.4 The Association and District through the liaison committee pursuant to Article/Section 3.6 herein, shall work together to develop topics/training that shall assist employees in their work.

10.8 Temporary Transfer to Higher Rate

Any employee assigned to work in a job classification with a higher rate of pay shall receive such higher rate of pay retroactive to the first day of such performance of duties if the employee works in the classification with a higher rate of pay for eight (8) hours a day for at least ten (10) consecutive days.

10.9 Partner Work Duties

When an employee is absent, the employee's partner on his/her same shift will attempt to perform both employees' work duties to the best of his/her ability within the normal shift and will not suffer any discipline for not completing his/her normal job duties as a result of performing the duties of the absent employee. Where the District has reason to believe that an absence will extend for 3 or more consecutive days, the District shall make a reasonable attempt to provide substitute coverage. Such coverage may be provided by reassignment of an employee's shift to cover the absence or by hiring a substitute if funding meets criteria and is available.

10.10 Shift Differential

Effective July 1, 2011, employees regularly assigned to the 4 p.m. to 12:00 a.m. shift (*i.e.*, this shift is the employee's assigned shift, as opposed to employees who are occasionally assigned to fill in as substitutes on the shift) shall receive a shift differential stipend each fiscal year in the amount of \$260.40 (217 days x 8 hours x \$.15). The stipend is added to such an employee's annual salary and then divided by the number of paydays in the year. If an employee is regularly assigned to the shift for a portion of the year, such an employee shall receive a prorated share of the \$260.40 stipend (*e.g.*, an employee regularly assigned to the 4 p.m. to 12:00 a.m. shift for 6 months of a year shall receive one-half of \$260.40).

10.11 Summer Hours

If the District changes the normal work week during the summer for non-unit employees, a similar change for employees will not be unreasonably denied.

10.12 Assignments for Weekend Activities and Night Activities

If the District decides a custodian will be assigned to cover an event taking place on a weekend when a custodial shift is not working, a minimum of 2 custodians will be assigned to cover the event, and shall be assigned in the same manner other overtime work is distributed. For evening/night activities when a custodial shift is working, the parties shall make a good faith effort to reach an agreement as to whether custodial coverage is required. In the absence of such a mutual agreement, the District retains the discretion to make the determination.

ARTICLE XI
HEALTH AND SAFETY

11.1 Health and Safety

Employees are required to protect themselves by adhering to all manufacturer's safety recommendations while performing cleaning and maintenance tasks. The District, prior to the performance of tasks, will provide all safety equipment and materials required to complete the cleaning, maintenance, and operations for the District. The District and the Association shall cooperate in the enforcement of safety regulations. However, should an employee believe that an unsafe or unhealthy working condition exist, the employee shall notify the employee's supervisor immediately and provide all factual information relating to the situation. The District shall investigate the matter and inform the employee of the results of its investigation and of any corrective action to be taken after the completion of the investigation. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

ARTICLE XII
SALARIES AND EMPLOYEE BENEFITS

12.1 Salaries

The salaries of all employees covered by this Agreement shall be the salaries as prescribed by Chapter 13, Title 14, Delaware Code, plus a supplement from District funds in the amounts in Appendix A, B and C, which is attached hereto and made a part thereof.

12.1.1 Salaries

FY 2024 – Match Indian River – as per Article 12.5
FY 2025 – 3% raise – as per Article 12.5
FY 2026 – 3% raise – as per Article 12.5

12.2 Dues Deductions

Upon submission of approved forms, the Board agrees to deduct from the salaries of its employees dues for the Sussex Tech Support Employees Association, the Delaware State Education Association, and the National Education Association. Such deductions shall be made in compliance with Delaware laws and under rules established by the State Treasurer. Said money, together with records of any corrections, shall be transmitted to the appropriate agency the month following the monthly pay period in which deductions were made.

12.2.1 The Board agrees to deduct from employees' salary money for local, state, and national association services and programs as said employees individually and voluntarily authorize the Board to deduct and to transmit the money promptly to such association or associations. Any employee

may have such deductions discontinued in accordance with the authorization signed by the employee.

12.3 Fair Share

All employees in the collective bargaining unit for more than thirty (30) days who are not, who do not become, or who do not remain members of the Association shall, during any such period of non-membership, pay to the Association a service fee determined by the Association.

12.4 Personal Property

Employees shall not be required to use their own tools or equipment in the performance of their duties.

12.5 Re-opening Negotiations

The parties shall re-open negotiations on Article 12 and Article 10.10 if, during the term of this Agreement, either party wishes to revisit the financial position of the District annually.

12.6 Tuition Reimbursement

The District shall reimburse 100% of tuition and registration costs for pre-approved course work for which the employee registers. Maximum total value for this benefit will be \$7,000 per fiscal year (July 1 through June 30) for the Association.

12.7 Retirement Bonus

For those employees approaching retirement, a bonus shall be Offered for pension-covered service to the Sussex County Vocational Technical School District. Any employee retiring during the life of this contract qualifies for a bonus of \$100 per year for each year of such service in the District. The employee requesting retirement must qualify for retirement as defined by Delaware State Law. To receive the bonus, employees desiring to retire at the end of the school year must notify the Board of Education by March 1 of that school year.

12.8 Longevity Bonus

The following longevity bonus shall be in effect and payable during the second quarter of each fiscal year but not included in the salary schedule:

5-9 years with the District	\$100
10-14 years with the District	\$200
15-19 years with the District	\$300
20-24 years with the District	\$400
25-29 years with the District	\$500
30 years and beyond with the District	\$850

ARTICLE XIII
LEAVES OF ABSENCE

- 13.1 Leaves of absence, including sick leave, bereavement leave, personal days, jury duty, and military leave shall be governed by Delaware law.

ARTICLE XIV HOLIDAYS
AND VACATIONS

- 14.1 Employees shall have the same holiday and vacation schedule provided to the District's non-bargaining unit twelve (12) month employees. The Board's current policy (Policy GDD) is attached as Appendix E.

ARTICLE XV SENIORITY, LAYOFF,
AND RECALL

- 15.1 Seniority
"Seniority" means the length of continuous service with the District in positions included in the bargaining unit. Any break in service, except approved leaves and layoffs relating to staff reduction, shall be considered to be a break in continuous service with the following exceptions: (1) military leave, (2) leave for an officer of the state or national association, (3) worker compensation, injuries and illnesses, (4) Family Medical Leave Act (FMLA), and (5) any other leaves mutually agreed to by the District and Association.
- 15.2 Seniority List
The Association Officers shall annually receive a copy of the seniority list by October 1st. The seniority list shall also be posted in the break room. Employees who wish to appeal placement on the seniority list must do so in writing to the District Personnel office before November 1st of the year the list is published. An employee's failure to question prior to November 1st the employee's placement on the list precludes the assertion of incorrect placement in challenging any subsequent actions having to do with seniority.

15.3 Tie Break

In the event that two or more employees have the same seniority date, the employee with the earliest employment application date to the District will be the most senior person among employees with the same seniority date.

15.4 Reduction In Force (RIF)

If a RIF is necessary beyond normal attrition, the Board shall determine which positions must be reduced, and how many positions will be reduced, and shall inform the Association President of this information prior to the effective date of the RIF.

15.4.1 In the event of a RIF, the employee(s) with the least seniority in the affected classification shall be subject to the RIF procedures. Such employees will be laid off in the reverse order of seniority through the RIF, and shall be notified at least sixty (60) calendar days prior to the effective date of lay-off. In no event shall a supervisory employee who is not represented by the Association be allowed to "bump" an employee in the bargaining unit. If a laid off employee has greater seniority than another employee in a lower classification, and provided the laid off employee is qualified to perform the work, the senior employee shall have the right to replace the least senior employee in the lower classification.

15.5 Recall

Employees dismissed by reason of RIF procedures shall be placed upon a recall list for a period equal to their length of service but not to exceed two (2) years. Employees shall be offered re-employment in reverse order of their lay-off, provided they are qualified to perform the duties of the job to which recall is being made

15.5.1 An employee on the recall list who exercises his/her seniority by accepting a temporary or part-time position shall not surrender his/her right to a permanent position. The person may be placed in the appropriate position before completion of the temporary or part-time employment with administrative approval or when a full-time position becomes available. The employee shall remain at his/her appropriate position on the recall list.

15.5.2 Time lost by an employee laid off under provisions of this Article who is subsequently recalled under provisions of this Article shall not be considered to interrupt continuous service. Employees that experience a RIF and are subsequently recalled by the District shall maintain all accumulated seniority which they had established at the time of their RIF.

15.5.3 Employees on Board-approved leave of absence shall be subject to all provisions of this Article.

15.5.4 It shall be the responsibility of the employees on the recall list to inform the Superintendent, in writing, of address and/or phone changes.

15.5.5 When a vacancy occurs, the most senior employee on the recall list shall be notified by certified mail. An employee on the recall list shall have fifteen (15) calendar days from the date of delivery of the Superintendent's letter to respond by registered mail, return receipt requested.

- 15.5.6 Employees on the recall list shall be given first consideration as substitute employees for bargaining unit positions for which they are able and qualified within the District at the prevailing wage rate for such substitutes.

ARTICLE XVI
PROMOTIONS AND TRANSFERS

16.1 Notice

Notice of all custodial vacancies shall be posted and a copy emailed to the Association President. All vacancies posted shall be dated. Vacancy notices shall be posted at least five (5) days prior to the closing date for applications.

16.2 Included in Notice

The written notice of a vacancy shall list the job title, position duties, anticipated starting date, and qualifications for the position. If known, the location of the vacancy and its shift shall be included in the notice of the vacancy. Any other information, which the District considers relevant to the position, shall be included in the vacancy notice.

16.3 Promotions

In filling positions for promotions, the following method will be used in chronological Order:

- 1st - Most Qualified Employee
- 2nd - Seniority

16.3.1 If any candidates are interviewed, all qualified candidates will be interviewed.

16.4 Transfer

The term "transfer" shall mean the movement of a qualified employee to a different shift within the same classification.

16.4.1 Transfer opportunities shall be posted for five (5) days.

16.4.2 In filling positions for voluntary transfers, the following method will be used in chronological order:

- 1st - Qualified volunteers in the same classification
- 2nd - Seniority, in the event of more than one qualified volunteer

16.4.3 If there is no qualified volunteer for a position posted under Section 16.4, the position shall be filled by transferring the least senior qualified employee. Such an employee may return to the employee's former shift if a new person is hired.

ARTICLE XVII
UNIFORMS

ARTICLE XVIII All employees shall wear District supplied uniforms during their working hours. Each employee is expected to maintain a clean and neat appearance whenever possible as each person represents the District. The District shall annually provide each employee four (4) uniform tops and four (4) uniform bottoms. Employees may wear items from the District approved uniform list at their discretion.

Since the custodial/maintenance staff is an integral part of our school community, it is encouraged that staff participate in school district-wide events that may modify the uniform requirement. Such as: 'casual Friday' or 'crazy hat day'. Participation in such events would be coordinated through the immediate supervisor(s).

ARTICLE XVIII
REASONABLE FORCE

18.1 Reasonable Force

In the event of any disturbance in the school which threatens immediate physical injury to the employee or others, or which threatens the destruction of school property, the employee shall, if time reasonably permits, notify his or her supervisor or a school administrator and shall follow the directions of such persons prior to the use of physical force in an effort to quell the disturbance. Only in those situations where time would not permit such notice is an employee permitted to use and apply such physical force as is reasonable and necessary to quell a disturbance threatening injury to others or the employee, or the destruction of property, in accordance with, and to the extent allowed by, State law. The decision to physically intervene shall be made at the employee's discretion based on his/her observation of events.

ARTICLE XIX
ACTIVITIES

19.1 Chronology of Communication

Once the Administrator responsible for building activities is notified of an upcoming activity, she/he, as soon as practical, will inform the Building Chief of Operations. This information is posted on the High School website events calendar. Subsequently, the Building Chief, as soon as practical, will notify the custodians in that building.

19.2 Non-Disciplinary Work Assignments

Employees that are given activity assignments to be completed during their normal work shift will not be disciplined/reprimanded or suffer a performance deficiency for not completing normal daily job duties as a result of said activity assignments.

ARTICLE XX
SEVERABILITY AND EFFECTIVE DATE

20.1 Contrary to Law

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

20.2 Opening the Contract

The parties agree that any portion of this negotiated Agreement may be opened for negotiations at any time by mutual agreement.

ARTICLE XXI
NEGOTIATION OF SUCCESSOR AGREEMENT

21.1 Commence Negotiations

The parties agree to enter into collective negotiations for a successor Agreement in accordance with Delaware Code, Title 14, Chapter 40, in a good faith effort to reach agreement on those subjects which are authorized for negotiations between a board of education in the State of Delaware and the exclusive negotiating representative for the public school employees of a school district in the State of Delaware. Such negotiations shall begin no later than February 1 of the calendar year in which this Agreement expires.

21.2 Negotiations Participation

So long as the Association's negotiating team consists of no more than 4 employees, employees who participate in negotiations during such an employee's assigned working hours shall suffer no loss of pay, nor shall they be required to make up the time lost.

ARTICLE XXII
DURATION OF
AGREEMENT

This agreement shall be in effect as of July 1, 2023 and shall continue in effect until June 30, 2026. In the event that agreement has not been reached at the time of this contract's expiration, all provisions shall remain in force until a successor has been negotiated.

SUSSEX TECH SUPPORT EMPLOYEES
ASSOCIATION

Dated: 3/13/23

By: *[Signature]*
Charmaine Hooper

SUSSEX COUNTY VOCATIONAL TECHNICAL
SCHOOL DISTRICT BOARD OF EDUCATION

Dated: 3/13/23

By: *[Signature]*

[Signature]
3/13/23

Appendix A

**SUSSEX TECHNICAL SCHOOL DISTRICT
Local Custodial Salary Schedule
Fiscal Year 2024 beginning July 1, 2023
1st Pay July 28, 2023
(Reflects 3% Increase)**

Pay Step	Custodian	Maintenance Mechanic	Skilled Craftsperson	Yr. Exp.
1	13,768	18,366	27,633	0
2	13,768	18,366	28,797	1
3	13,768	18,366	29,961	2
4	14,061	18,645	31,173	3
5	14,061	18,645	32,383	4
6	14,061	18,645	33,922	5
7	14,361	18,853	35,421	6
8	14,361	18,853	36,668	7
9	14,361	18,853	38,169	8
10	15,053	19,639	38,444	9
11	15,053	19,639	39,656	10
12	15,053	19,639	40,867	11
13	15,356	19,920	42,080	12
14	15,356	19,920	42,080	13
15	15,356	19,920	42,080	14
16	16,023	20,608	42,807	15
17	16,023	20,608	42,807	16
18	16,023	20,608	42,807	17
19	16,714	21,301	43,533	18
20	16,714	21,301	43,533	19
21	16,714	21,301	43,533	20
22	17,756	22,318	44,019	21
23	17,756	22,318	44,019	22
24	17,756	22,318	44,019	23
25	18,181	22,753	44,627	24
26	18,181	22,753	44,627	25
27	18,919	23,645	45,230	26
28	18,919	23,645	45,230	27

Shift Differential: \$0.15 cents x 8 Hours x 217 days = \$260.40 Annual Stipend
(Custodians permanently assigned to the 4:00 p.m. to midnight shift)

Custodial Supplements:			
Water Treatment Plant Operator's License	\$500	Custodial Groundskeeper	\$1,000

Appendix B

**SUSSEX TECHNICAL SCHOOL DISTRICT
Local Custodial Salary Schedule
Fiscal Year 2025 beginning July 1, 2024
1st Pay August 9, 2024
(Reflects 3% Increase)**

Pay Step	Custodian	Maintenance Mechanic	Skilled Craftsperson	Yr. Exp.
1	14,181	18,917	28,462	0
2	14,181	18,917	29,661	1
3	14,181	18,917	30,860	2
4	14,483	19,204	32,108	3
5	14,483	19,204	33,354	4
6	14,483	19,204	34,940	5
7	14,792	19,419	36,484	6
8	14,792	19,419	37,768	7
9	14,792	19,419	39,314	8
10	15,505	20,228	39,597	9
11	15,505	20,228	40,846	10
12	15,505	20,228	42,093	11
13	15,817	20,518	43,342	12
14	15,817	20,518	43,342	13
15	15,817	20,518	43,342	14
16	16,504	21,226	44,091	15
17	16,504	21,226	44,091	16
18	16,504	21,226	44,091	17
19	17,215	21,940	44,839	18
20	17,215	21,940	44,839	19
21	17,215	21,940	44,839	20
22	18,289	22,988	45,340	21
23	18,289	22,988	45,340	22
24	18,289	22,988	45,340	23
25	18,726	23,436	45,966	24
26	18,726	23,436	45,966	25
27	19,487	24,354	46,587	26
28	19,487	24,354	46,587	27

Shift Differential: \$0.15 cents x 8 Hours x 217 days = \$260.40 Annual Stipend
(Custodians permanently assigned to the 4 p.m. to midnight shift)

Custodial Supplements:			
Water Treatment Plant Operator's License	\$500	Custodial Groundskeeper	\$1,000

Appendix C

**SUSSEX TECHNICAL SCHOOL DISTRICT
Local Custodial Salary Schedule
Fiscal Year 2026 beginning July 1, 2025
1st Pay August 8, 2025
(Reflects 3% Increase)**

Pay Step	Custodian	Maintenance Mechanic	Skilled Craftsperson	Yr. Exp.
1	14,606	19,485	29,316	0
2	14,606	19,485	30,551	1
3	14,606	19,485	31,786	2
4	14,917	19,780	33,071	3
5	14,917	19,780	34,355	4
6	14,917	19,780	35,988	5
7	15,236	20,002	37,579	6
8	15,236	20,002	38,901	7
9	15,236	20,002	40,493	8
10	15,970	20,835	40,785	9
11	15,970	20,835	42,071	10
12	15,970	20,835	43,356	11
13	16,292	21,134	44,642	12
14	16,292	21,134	44,642	13
15	16,292	21,134	44,642	14
16	16,999	21,863	45,414	15
17	16,999	21,863	45,414	16
18	16,999	21,863	45,414	17
19	17,731	22,598	46,184	18
20	17,731	22,598	46,184	19
21	17,731	22,598	46,184	20
22	18,838	23,678	46,700	21
23	18,838	23,678	46,700	22
24	18,838	23,678	46,700	23
25	19,288	24,139	47,345	24
26	19,288	24,139	47,345	25
27	20,072	25,085	47,985	26
28	20,072	25,085	47,985	27

Shift Differential: \$0.15 cents x 8 Hours x 217 days = \$260.40 Annual Stipend
(Custodians permanently assigned to the 4 p.m. to midnight shift)

Custodial Supplements:			
Water Treatment Plant Operator's License	\$500	Custodial Groundskeeper	\$1,000