

AGREEMENT BETWEEN  
SOUTHEAST DELCO SCHOOL DISTRICT  
AND  
SOUTHEAST DELCO FEDERATION OF  
SUPPORT STAFF

2023-2027

Approved: September 28, 2023

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This agreement is made and entered into this 28th day of September 2023 by and between the Board of School Directors of the Southeast Delco School District, Delaware County, Pennsylvania (hereinafter referred to as the Board) and the Southeast Delco Federation of Support Staff, AFTPA, AFT, AFL-CIO (hereinafter referred to as the Federation).

## **ARTICLE I - Recognition**

Section 1. The Employer recognizes the Southeast Delco Federation of Support Staff, Local #4768, AFTPA, AFT, AFL-CIO as the bargaining agent as certified by the Pennsylvania Labor Relations Board in Case No. PERA-R-9-1-1 87-B for the purpose of establishing salaries, wages, hours and for the adjustment of complaints and grievances for all full-time and regular part time classified support staff employees including Aides, Operations and Maintenance Employees, Food Service Employees and Secretarial Employees; and excluding management level employees, supervisors, first level supervisors, confidential employees and guards as certified by the Pennsylvania Labor Relations Board in Case Number PERA-R-9 1-1 87-E.

## **ARTICLE II - Duration of Agreement**

Section 1. This agreement shall be effective as of the date approved by Southeast Delco Federation of Support Staff and by the Board of School Directors, as affixed under Article XVIII and shall continue in effect until June 30, 2027, subject to the Federation's right to negotiate over a successor Agreement as provided in Article III. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless the parties mutually agree in writing to an extension.

## **ARTICLE III - Negotiation of A Successor Agreement**

Section 1. **Deadline Date** - The parties agree to enter into collective bargaining no later than 120 days prior to the beginning of a contract under Act 195/Act 88. Any agreement so negotiated shall be reduced in writing prior to ratification and execution by the parties.

Section 2. **Successor Clause** - This agreement shall be binding upon the parties, their successors, assigns, representatives and heirs.

Section 3. **Modification**- This agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.

Section 4. Upon request by either the Federation or the District, the parties shall meet to discuss matters relating to implementation of this agreement and/or school matters, practices or other matters relating to employees covered by provision of this Agreement. The party requesting the meeting shall indicate the agenda for the meeting. Said meetings shall be scheduled at a mutually agreeable time and as soon as possible.

## ARTICLE IV - Definitions

“**Day**” shall refer to a full shift for whichever job category is in question;

“**Employee(s)**” shall mean members of the bargaining unit;

“**Board**” shall mean Southeast Delco School District Board of School Directors or its representatives, administrators, or agents; and

“**Principal**” shall include the administrator of any work location.

## ARTICLE V - Rights of Employees/Conditions of Employment

Section 1. **Just Cause Provision** - No employee shall be disciplined or discharged without just cause.

Section 2. **Required Meetings or Hearings** - Whenever any employee is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Federation or legal counsel present to advise him/her and represent him/her during such a meeting or interview.

Section 3. **Non-Discrimination** -The Employer and the Federation agree that they will not discriminate against any employee on the basis of race, creed, color, national origin, gender, age, marital status, religious beliefs, political activities or participation or lack of participation in the affairs of the Federation for the term of this Agreement.

Section 4. **Residency**- The residency of any employee shall not be a condition of employment.

Section 5. **Payroll Options**- The following additional payroll options shall be available:

- a) Tax-sheltered Annuities
- b) Automatic Saving Deductions
- c) All components of I-125 Series according to Federal Guidelines

Authorization of such options shall be on forms approved by the Board and must be made on a fixed and regular basis and once discontinued shall not be reactivated during that fiscal year (July 1 to June 30).

Section 6. **Drugs**- No employee, with the exception of Health Room Aides, shall be requested or required to administer medication or any medical treatment to any person.

Section 7. **Personnel File**- An employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at the employee's expense of any documents contained therein. An employee shall be entitled to have a representative of the Federation accompany him/her during such review. No materials derogatory to any employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material and attach a response. All anonymous letters and materials shall be excluded

from an employee's file. Material not in the official file may not be used against an employee for any purpose. The employee may challenge any material in his/her file through the grievance procedure and if the challenge is sustained, the material shall be removed from the file.

**Section 8. Break Period** - Each full-time employee will be given a fifteen (15) minute break period between the hours of 8:30AM and 11:00 AM. The time for the break will be scheduled by the employee's immediate supervisor. Such break periods shall be computed as time worked.

**Section 9. Health and Safety** - No employee shall be required to perform tasks which endanger their health or safety. Some tasks may be considered hazardous in nature. These tasks may require Personal Protective Equipment. Specific Personal Protective Equipment will be provided by the District along with the training to use it according to the manufacturer's specifications.

**Section 10. Telephone** - School telephones may be used for conducting school business. When employees need to use school telephones for personal emergencies, the call should be logged so that the employee can reimburse the school for that call. Permission must be granted by a supervisor for personal use of telephones.

**Section 11. Lunch Period** - Full-time employees will receive an unpaid thirty (30) minutes duty free lunch period, daily, except for those employees classified as school secretaries, as they will continue to receive a one-hour duty free lunch period daily because of coverage of the school office.

## **ARTICLE VI - Rights of Federation**

**Section 1. Use of School Buildings** - The Federation and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The Union shall comply with the School District Policy for Facilities Use.

**Section 2. Bulletin Boards** - The Federation shall have the right to use district bulletin boards where they are present in employee work areas. The postings shall be for official union business only and not political or religious in nature. Approval of the Building Administrator shall be required but such approval shall not be unreasonably withheld.

**Section 3. Federation Leave** - The employer agrees to provide up to ten (10) days per contract year of leave to be allotted by the Federation for the purpose of attendance at conferences, workshops or seminars of the Federation. The Federation agrees to notify the employer five (5) days in advance of when these days of leave will be taken, and which employees will be absent. The Union will pay for substitutes if they are required.

**Section 4. Dues** - Board shall deduct from the salary of the employee Federation dues provided the Board has been presented with a form signed by the individual employed authorizing such deductions.

1. The deduction referred to in this section shall be transmitted to the treasurer of the Federation each pay period along with the accounting for the money deducted from each member's pay.
2. Dues deductions shall be prorated over eighteen (18) pay periods commencing with the first pay date in the month of October. Any variation created by the proration shall

be adjusted by the tenth pay date.

- 3. All payroll deduction authorization forms shall be collected and approved by the Federation and shall be submitted to the Board Secretary no later than October 15.
- 4. Payroll deduction authorization forms shall be prepared at the expense of the Federation in accordance with the form attached hereto, read into, made part hereof and marked Section 5.
- 5. The Federation shall hold the Board harmless against any form of liability that shall arise out of action taken by the Board in reliance upon the payroll deduction forms submitted by the Federation to the Board.

Section 5. **Authorization Card-** (Sample authorization card follows)

PAYROLL DEDUCTION AUTHORIZATION FORM

This is to authorize eighteen (18) equal deductions annually from my pay for dues in the amount of \$\_\_\_\_\_ for the Southeast Delco Federation of Support Staff. This authorization will remain in effect unless canceled in writing fifteen (15) days prior to the expiration of the collective bargaining agreement in effect on this date.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Section 6. **Maintenance of Membership-** Each employee who, on the effective date of this Agreement, is a member of the Federation and each employee becoming a member after that date, shall maintain their membership in the Federation during active employment with the District, provided that such employee may resign from the Federation during a period of fifteen (15) days prior to the expiration of this Agreement. The Federation shall identify and save the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the district for the purpose of complying with any of the provisions of this Article, or in reliance on any list, notice or assignment furnished under any of such provisions.

Section 7. The employer shall make available to the Federation any and all existing information, statistics, and records relevant to negotiations and/or the proper enforcement of this agreement.

Section 8. The Federation shall have the use of employee mailboxes to communicate with members of the bargaining unit.

Section 9. Whenever any representative of the Federation participates **in** mutually scheduled conferences or meetings with the administration related to Federation business, employees shall suffer no loss in pay.

Section 10. Federation officials or representatives may visit schools for the purpose of meeting with employees represented by the Federation, provided such meetings do not interfere with, or disrupt the employees' work schedule.

## ARTICLE VII - Definitions of Employment

For the purpose of this Agreement, the following definitions shall apply to the entire agreement:

Section 1. **Full-time/Twelve Month Employees** are those employees working a minimum of seven (7) hours per day, five (5) days per week, twelve (12) months per year. Bargaining unit positions in this category include:

- Lead Custodian
- Custodian
- Desktop Support Technician
- Dispatcher
- Yardman
- Lead Groundskeeper
- Groundskeeper
- Maintenance (A, B, & C)
- Print Room / Mailroom
- Secretaries (Food Services Secretary-Receptionist, Registrar, Secretary to Maintenance, Secretary to Principal, Secretary to Technology Department, Secretary to Assistant Principal, Guidance/General Office Secretary, Accounts Receivable Clerk)

Section 2. **Full-time/Ten-Month Employees** are those employees working a minimum of seven (7) hours per day. The following are job classifications and the number of days per year of work:

- a) Those employees who are in the job classification of full-time/ten-month Secretaries and Attendance Clerks are those employees who work a minimum of seven (7) hours per day, work every student school day, plus in-service days and report to work five (5) workdays before the start of the teachers' work year and end five (5) workdays after the teachers' last work day of the school year for a total of 200 work days.
- b) Those employees who are in the job classification of Cook and Assistant Cook are those employees working a minimum of seven (7) hours per day will follow the teacher calendar for a maximum of 190 workdays.
- c) Those employees who are in the job classification of Health Room Aide are those employees working a minimum of seven (7) hours per day will follow the teacher calendar for a total of 190 workdays.
- d) Those employees who are in the job classifications of full-time/ten-month Bus Driver, Van Driver, and Food Services Van Driver Mail Clerk are those employees working a minimum of seven (7) hours per day for every student day plus additional days as scheduled by the supervisor for a total of 190 workdays.

Section 3. **Part-Time/Twelve-Month Employees** are those employees working less than seven (7) hours per day, five (5) days per week, twelve (12) months per year

Section 4. **Part-Time/Ten-Month Employees** are those employees working less than seven (7) hours per day for less than twelve (12) months per year.



- a) The following Part-Time/Ten-Month Bargaining Unit Positions shall follow the teacher calendar for a total of 190 workdays:
- Food Service (Dishwasher, Food Prep, Cashier, Server)
  - Instructional Aide (Title I, Personal Care Aide, Special Education Aide, Instructional Aide)
  - Clerical Aide / Library Aide
  - Non-Instructional Aide (Bus Aide, Non-Instructional Aide)
- b) The following Part-Time/Ten-Month Bargaining Unit Positions shall work a minimum of 190 workdays and have a work schedule that will be dependent upon their assignment, and therefore will need to coordinate the start date and work calendar with the Director of Transportation:
- Bus Driver
  - Van Driver

## **ARTICLE VIII - Leaves of Absence**

Section 1. **Personal** - A full-time employee is entitled to two personal days a year. A full time employee who does not use the two (2) personal days during the year may accumulate up to four (4) days' leave for personal reasons, including the days for the current year.

Request for personal days must be in writing and, except for emergencies, given to the employee's principal or other immediate supervisor at least one (1) week before the leave is to be taken. The reasons for the leave are not required, however, the request requires the approval of the employee's principal or other immediate supervisor. Such leave taken under this Section shall not be taken during the week before the school year starts for students or during the week school starts for students or during the last week of the student school year or immediately before or immediately after scheduled school vacations and holidays, except when an employee is observing a religious holiday, or except when, in the judgment of the employee's principal or other immediate supervisor, an emergency exists or a matter that cannot be rescheduled exists. Up to two (2) personal days may be taken consecutively, if approved by the employee's principal or immediate supervisor. The use of any of the above referred to personal days shall be restricted to no more than ten percent (10%) of the employees in any one building on any one day. During the summer work schedule, the ten percent (10%) rule will be suspended for the secretaries assigned to the high school. Exceptions will be considered on a case by case basis by the Superintendent or their designee.

A week prior to May 1, the Business Manager will notify each full-time employee of their right to convert up to two (2) unused personal days. Therefore, by May 1" of each year, a full- time employee must notify the Business Manager of their desire to convert up to two (2) unused personal days to sick days.

Section 2. **Bereavement** - Whenever an employee shall be absent from duty because of a death in the immediate family of said employee, there shall be no deduction in salary of said employee for an absence not to exceed four (4) days. The School Board, Superintendent or their designee may extend the period of absence with pay in its discretion as the case may warrant. Included in the definition of immediate family are: father, mother, brother, sister, son, daughter, husband, wife, parent-in-law or near relative who lives in the same household.

Whenever an employee shall be absent from duty because of the death of a near relative, there shall be

no deduction in the salary of said employee for absence not to exceed two (2) days. The School Board, Superintendent, or their designee may extend the period of absence with pay in its discretion as the case may warrant. A near relative is defined as one's first cousin, aunt, uncle, niece, nephew, brother-in-law or sister-in-law, grandfather, grandmother, grandparent-in-law, son-in-law, daughter-in-law, and/or grandchild.

**Section 3. Maternity Leave-** Maternity leave shall be consistent with Federal and state requirements. Employees must make a written request for a maternity leave with the Superintendent or designee at least sixty (60) calendar days before the start of leave. The employee must provide the requested medical documentation when requesting a maternity leave.

Before the delivery of the baby, the employee could request their leave to begin up to one (1) week before their due date. If medically necessary, as requested by her treating physician, the employee may begin her leave in advance of the one-week time period before her due date. Medical documentation must be provided by the employee to justify the earlier start date.

Maternity leave shall be defined as the period of time an employee is absent from her assigned duties due to pregnancy, childbirth, and recovery thereafter. Once the baby is born, the period of time that shall be granted for recovery is six calendar weeks following the delivery of the baby. If the employee remains out of work beyond the six (6) week period of time, the employee would be on a Child Care leave and the provisions of the Child Care leave section would apply.

While on maternity leave, the employee shall have the right to use any or all accumulated paid leaves. During the maternity leave, while an employee is on paid status, seniority and all other rights and benefits of employment shall continue to accrue. If while on maternity leave the employee converts to unpaid status, seniority shall be frozen until return to active employment, but insurance protection may continue at the District's cost less any employee required copays, unless not covered under Board Policy #335: The Family Medical Leave Policy, then it will be at the employee's cost.

**Section 4. Child Care Leave -** The employee must make a written request for a Child Care leave with the Superintendent or designee at least sixty (60) calendar days before the start of leave. Child Care leave begins immediately following the last day of the Maternity leave. For an adoptive parent, the Child Care leave begins when the child is placed with the parent by the adoption agency or adoption attorney.

Child Care leave will be granted without pay and without District benefits once the provisions of Board Policy #335: Family Medical Leave Policy are exhausted and only if the employee qualifies under Board Policy #335. Once the employee is not eligible for benefits under Board Policy #335 and only if they qualify under Board Policy #335, medical, dental, vision and prescription insurance may be continued during the Child Care leave subject to the rules and regulations of the insurance carrier and provided that the full premium shall be paid by the employee.

Written notice of return to service shall be given to the Superintendent or designee in writing, at least sixty (60) calendar days prior to the expiration of the Child Care leave. The District shall offer the employee the same assignment or an assignment similar to the position held before going on leave.

**Section 5. Maximum Leave-** The maximum length of leave for an employee who is taking a Child Care leave including the time taken for Maternity shall be up to one (1) year from the start of the leave unless an exception is granted by the Superintendent or designee. If the employee does not

return to work at the conclusion of the one-year period of time from a Maternity and/or a Child Care leave, the employee will be terminated from employment and the position will be posted as a vacancy.

Section 6. **Military Leave** - Regular employees shall be granted military leave in conformity with the provision of school laws of Pennsylvania.

Regular employees who are in a military reserve program shall be granted a leave of absence for their respective duties without loss of pay, time or benefits for up to 15 days in any one year, upon presentation of military reserve training orders.

Section 7. **Jury Duty/Witness in Court** - When an employee is required to serve as a juror, or is subpoenaed as a witness, not related to work, the employee will receive his or her regular pay. The employee will turn in to the district any check(s) issued by the court for juror services, minus any other costs the court allows, example; mileage or meals.

The employee must submit a request for leave form with documentation attached, upon receipt of the final notice that they must report for jury duty.

Section 8. **Unpaid Leave of Absence** – An employee who is unable to work because of personal illness or disability and who has exhausted all of his/her available sick leave, shall upon written request to the Superintendent or designee at least fifteen (15) calendar days before the start of such leave, be considered for a leave of absence without pay for a period of time not to exceed twelve (12) consecutive calendar months in duration. The request must include medical documentation from the employee's treating physician.

Should the employee's condition change in such a way that their length of absence will need to be modified in any way, updated medical documentation must be provided to the Human Resources Office within seven (7) days of the employee's medical appointment or change in medical status. Documentation must include the treating physician's name and signature, required accommodations, restrictions, next appointment date, and an estimated date to return to work.

If, at the conclusion of twelve (12) calendar months, the employee is not able to return to work, the employee will be terminated from employment and the position will be posted as a vacancy.

## **ARTICLE IX - Illness or Disability**

Section 1. **Sick Days** - On July 1 or on the first work day of the fiscal year (whichever comes first), full-time/twelve-month employees shall each be credited with twelve (12) sick days and full-time/ten-month employees shall each be credited with ten (10) sick days.

Each part-time/twelve-month and part-time/ten-month employee shall be credited with one (1) sick day for each two months worked, not to exceed six (6) days per year. The part-time employees will accrue their sick leave as follows:

- Two (2) days on November 1
- Two (2) days on January 1
- One (1) day on March 1
- One (1) day on May 1

Any day that a staff member calls out without having available accrued time to utilize will be classified as an unpaid day.

Absences of three or more consecutive days will require documentation from a medical professional verifying illness and ability to return to work. Management may request documentation verifying an illness if, in the judgment of the Superintendent, an employee has a pattern of absences such as frequent absences on Mondays and/or Fridays, before or after holidays, and on in-service days.

The unused portion of such allowance shall be accumulated from year to year without limitation.

**No Call, No Show**- Failure to follow standard reporting-off procedures (not reporting to work) may be subject to discipline. Standard reporting-off, at the minimum, includes calling and/or emailing the immediate supervisor at least (90) minutes before the start of the Employee's shift. Each building or work location may have an additional point of contact for absentee notifications. Failure to return from an approved leave of absence and failure to provide the documentation verifying an absence pursuant to Section 1 of this Article shall be considered a No Call, No Show and will be treated as such. After (3) three days of no call, no show, an employee's status with the district will be classified as job abandonment (see Article XII Job Security, Section 7).

Section 2. **Family Illness Days** - Full-time/Twelve months and Full-Time/Ten Months bargaining unit members may be absent from work for up to two (2) days, singularly or consecutively to attend to the illness of their dependent child, spouse, or their parent. Such absences shall be deducted from the employee's accumulated sick leave as defined in Article IX, Section 1.

Part-time twelve month and part-time ten month employees are not eligible for this section.

Section 3. **Substitutes** - When an employee is absent from work, they are responsible to do the following:

- a) Required of all of employees except Instructional Aides, Non-Instructional Aides and Library Aides – It is the responsibility of the employee who is to be absent to contact his/her immediate supervisor at least ninety minutes before the start of their shift on the day they are absent to inform the supervisor of their absence.
- b) Required of all Instructional Aides, Non-Instructional Aides and Library Aides – It is the responsibility of the employee who is to be absent to contact his/her building principal or designee and the substitute staffing agency at least ninety (90) minutes before the start of their shift on the day they are absent to inform them of his/her absence.
- c) If the absence is longer than three consecutive days, the employee must have notified the Superintendent or designee of the longer absence, in writing, and have his/her approval for longer absence arrangements. The employee, in this situation, must then notify the Superintendent or designee at least one work day before he/she plans to return to work to confirm arrangements.

Employees may be required to submit a certificate from a licensed medical doctor verifying the illness. If an employee fails to notify his/her immediate supervisor of his/her absence, that employee is subject to disciplinary procedures.

Section 4. **Sick Day Leave Charter** - The Federation and the Board agree to maintain a sick day

leave charter. The charter will be governed by the rules of sick day leave charter guidelines. The charter guidelines can be modified at any point in time through a Meet and Discuss process and any changes must be agreed to by both parties. Plan Documents will be retained by the Federation and Administration/Board.

**Section 5. Leave without Accrued Time** - Any day a staff member calls out without accrued time to utilize will be classified as unpaid. All unpaid days will initially require supervisor approval and then final approval will be provided by the Superintendent or designee. If an unapproved day is taken without Supervisor and/or Superintendent approval, it will fall within the Unapproved Leave parameters (Article XII Job Security, Section 7, Unapproved Leave).

Employees will make reasonable efforts to avoid unpaid leave days and may be asked for an explanation for their absence.

**Section 6. Work Related Injury** - All District employees are required by OSHA to report workplace accidents, injuries, and near misses to their supervisors immediately. The district will run FMLA (Family and Medical Leave Act) concurrent with Workers' Compensation in order to provide all protections allowed under the eligibility requirements of FMLA.

## **ARTICLE X - Benefits**

### **Section 1. Health Insurance –**

#### The core medical plan:

The base medical plan shall be the HDHP-HD3-HCI with prescription with bargaining unit members paying six and one half (6.5%) of the premium annually. The District will contribute a portion of the required deductible as indicated below into a Health Savings Account (HSA) annually on July 1. Bargaining unit members shall access the individual member's HSA through the use of a benefit "benny" card. Bargaining unit members have the option to "buy up" to the C3-F2-02 medical plan by paying the same employee contribution rates required of the subscribers to the HDHP-HD3-HCI or equivalent plan, plus the difference between the HDHP-HD3-HCI and the C3-F2-02 plans.

A rollover Health Reimbursement Account (HRA) with terms that mirror the terms of the HSA shall be established for any bargaining unit members who are eligible for Medicare. The District will contribute a portion of the required deductible as indicated below into the HRA annually on July 1. Bargaining unit members shall access the individual member's HRA through the use of a benefit "benny" card.

#### For all years:

Employee contribution Year 1: 6.5%

Employee contribution Year 2: 6.5%

Employee contribution Year 3: 6.5%

Employee contribution Year 4: 6.5%

#### HSA or HRA:

\$3,500 Year 1 (Family); \$1,750 Year 1 (Single)

\$3,500 Year 2 (Family); \$1,750 Year 2 (Single)

\$3,500 Year 3 (Family); \$1,750 Year 3 (Single)

\$3,500 Year 4 (Family); \$1,750 Year 4 (Single)

Methods for payment of co-pay available to eligible employees: Effective with the start of this agreement and continuing during the term of this agreement, as long as permitted under the Internal Revenue Code of 1986, as amended, the District agrees to sponsor a plan pursuant to Internal Revenue Code Section 125, and the regulations promulgated thereunder, to permit Eligible Employees to elect any of the following:

- a. To participate in the Core Medical Plan or the Buy-up Medical Plan and to pay for his/her share of the premium determined above on a pre-Federal income and FICA tax basis.
- b. To decline coverage: Any changes of an Eligible Employee's election will be subject to the requirements of the vendor of the Health Plan and applicable law, including, but not limited to, the Internal Revenue Code Section 125.
- c. The District will continue to provide Section 125 for health care and dependent care spending accounts at no cost to the District as provided under federal law.

## Section 2. **Prescription Drug Insurance** -

### For all years:

The Board shall pay the cost of CVS Caremark or equivalent prescription plan from another carrier for each eligible professional employee in the unit, including elected family coverage. The prescription care coverage shall remain the same as the coverage in place for the 2018- 2019 school year, with the exception of required regulatory/IRS changes due to the Board offering a Health Savings Account (HSA) to fund a portion of the health insurance deductible. A rollover Health Reimbursement Account (HRA) with terms that mirror the terms of the HSA shall be established for any bargaining unit member who is eligible for Medicare. The prescription drug plan will include \$15.00 appropriate co-pay for generic prescriptions, \$30.00 appropriate co-pay for preferred brand prescriptions and \$45.00 appropriate co-pay for no preferred brand prescriptions and \$75.00 appropriate co-pay for injectable, after an annual deductible of \$50.00 individual or \$150.00 family, is met. The prescription drug plan may include a mandatory mail order requirement for maintenance drugs if required by the carrier. The mail order service will permit employees to order up to a 90-day supply and pay two copays at the appropriate rate. If the individual's doctor wants the individual to start the drug immediately, the initial 30-day supply may be obtained at a retail pharmacy for the appropriate retail copayment. All subsequent refills must be purchased through any mandatory mail order service required by the carrier. The prescription plan will include a prior authorization program effective September 1, 2019.

Section 3. **Life Insurance** - The board shall pay the premium for group Life Insurance coverage for each eligible full time employee within the unit. Insurance will be provided in multiples of \$1,000 and each full time employee shall be entitled to one and one-half (1.5) times the amount of the employee's base salary for the school year, rounded off to the nearest multiple of \$1,000 below the result of one and one-half (1.5) times the employee's base salary. Increases under this section can be implemented by the Group Life Insurance carrier. The insurance shall include accidental death and dismemberment.

Section 4. **Dental** - The Board will make a full monthly premium payment for each eligible full time employee providing twelve-month coverage for United Concordia or equivalent dental plan from another carrier for Basic and Supplemental Services. The School District shall pay 100% of

the premium for family coverage for eligible employees for the United Concordia or equivalent dental plan from another carrier for providing the benefits that are provided for individual coverage by this contract.

The District shall provide the core \$2000.00 dental plan.

Section 5. **Vision** -The Board shall pay the full cost of National Vision Administrators or equivalent vision plan from another carrier for each eligible full-time employee, including family coverage for Eye Examination and Refraction program.

Section 6. **Income Protection** - Full-time Classified Employees will be provided the opportunity to purchase group disability income protection through payroll deduction. There will be an enrollment period beginning each September with an effective date of October 1<sup>st</sup>. New employees will be given the opportunity to select coverage during the first thirty (30) calendar days from date of hire. If the new employee fails to elect coverage within thirty (30) calendar days of initial eligibility, he/she will have to wait until the next enrollment period. For any employee who does not enroll during his/her initial eligibility period, a health questionnaire must first be completed in order to be considered for coverage during the next enrollment period. In order for this disability plan to be implemented, a minimum of 40% of eligible employees must participate. If the plan cannot be implemented due to insufficient participation, an alternate voluntary coverage will be made available to eligible employees.

Section 7. Any eligible employee who discontinues all coverage in the district paid medical plan for a period of at least one year shall receive an incentive payment of \$3,500 at the end of each year in which coverage is discontinued.

Section 8. The District retains the right to convert to an alternative funding method for healthcare, including self- funding. Provided that the funding method does not change the coverage or the coverage is comparable to the existing coverage.

## **ARTICLE XI - Seniority**

Section 1. **Seniority** - Seniority is defined as the length of continuous service from the first day of work in a bargaining unit job. Seniority shall not be interrupted by a layoff or a furlough for two (2) years provided the employee returns to work within ten (10) workdays of notification to return to work. The administration will be required to publish a seniority list by November 1<sup>st</sup> of each year or if November 1<sup>st</sup> falls on the weekend, the very next workday. The membership will have fifteen (15) calendar days to review the list and submit request(s) for changes to the list. After the fifteen (15) calendar day review period, the administration will publish the final version of the seniority list for the contract year. An employee who is classified as "Probationary Employee" or "Substitute" will not appear on the seniority list.

Section 2. **Layoff and Bumping** – In the event it becomes necessary to layoff employees for any reason, employees shall be laid off in the reverse order of their seniority within that job classification.

When an employee is laid off due to a reduction in the work force within any job classification, he/she shall be given notice thereof at least twenty (20) working days in advance of any such layoff. However, said twenty (20) day notice shall not be required where the layoffs result from a catastrophe or an emergency which impairs the employee's ability to work in said employee's assigned location.

When an employee has been laid off in accordance with this Section, said employee shall be permitted to bump an employee with the least seniority in any job classification whose work that employee is qualified to perform. Employees who are to be laid off and who have the right to bump under this Section shall be permitted to do so without interruption of their continuous service to the employer.

Bumping shall be permitted on the initial layoff of employees as required by the School District. The School District shall not be required to give notice to any employee who is to be bumped as a result of a layoff and employee's exercising his/her right to bump as provided herein. The right to bump shall be lost if not exercised within the time that notice has been given to the affected employee. No new employees shall be hired until all employees on layoff status, that desire to return to work, and are qualified to perform said work, have been recalled. Any employee recalled under this Section must return to work within ten (10) days of notification to return to work.

For the purpose of layoff, the President, Vice President, Secretary, Treasurer and Grievance Chairperson of the Federation shall be granted top seniority in their respective classifications, during their respective terms of office. The Federation will inform the Superintendent or designee of the names of the President, Vice President, Secretary, Treasurer and Grievance Chairperson on September 1" of each year.

## **ARTICLE XII - Job Security**

Section 1. **Vacancy** - Any new job or any vacancy in an existing job shall be posted on all bulletin boards for not less than ten (10) work days. The posting shall begin immediately when the employer realizes the vacancy and shall include the minimum qualifications for the job. Such jobs shall be awarded to the best qualified candidate; however, if two candidates are equally qualified, as determined by the administration, the more senior candidate would receive the position. The School District, at its option and in its sole discretion, may provide that the vacancy be filled permanently after an employee selected for such vacancy has completed a ninety (90) calendar day trial period in the position to be filled.

An existing employee who has been awarded a new position through job posting and who fails to meet the minimum performance requirements of the new job within a period of ninety (90) calendar days may be required to return to their former position or a similar position to which they once held before taking the new position. The employee would return to the same rate of pay they formerly received.

Section 2. **Involuntary Transfer** - An involuntary permanent transfer can be made only after fourteen (14) calendar days' written notice to the employee and to the Federation President. Prior to any transfer, the affected employee and a Federation representative shall have the opportunity to meet with Human Resources and be apprised of the need for such a transfer. Seniority will be considered when involuntarily transferring employees.

Temporary Assignment - It is acceptable for an aide or paraprofessional to cover in another location for a limited time if that employee's assigned student(s) are absent and a need exists elsewhere in the District.

Section 3. **Elimination of a Position** -In the event it becomes necessary to eliminate a position, and



the position elimination cannot be accomplished by furlough of the least senior employee, the affected employee has the right to bump the least senior person within the classification, provided he/she is qualified to do so. The District shall not eliminate a position without thirty (30) days' notice in writing to the Federation. The notice shall include the position being eliminated and an explanation of why the elimination has become necessary. The Federation reserves the right to Meet and Discuss with Human Resources and/or the Superintendent regarding the elimination.

If more than one position within the classification is eliminated, the most senior person (affected by the position elimination) will have the right to choose a position from a list of the least senior employees within the classification, in accordance with the Seniority List. The number of positions from which to choose will equal the number of positions eliminated. The most senior person will be given first choice of positions and the process will continue until all senior employees have been placed.

The affected employee shall be given fourteen (14) working days' written notice of the said position elimination and an explanation of why this elimination has become necessary.

Should the original position reopen, employee(s) affected by the elimination are to be reinstated into their former position, if they so desire.

**Section 4. Trial Period of Employment-** All new support staff employees will begin their employment with the District as a Probationary Employee. The employee's performance will be evaluated within ninety (90) calendar days from date of hire, job posting or placement in a bargaining unit position by the immediate supervisor and/or administrator. At the end of the ninety (90) calendar day trial period and upon receipt of a satisfactory evaluation, probationary employment has been satisfied and the employee's status is changed from Probationary Employee to Regular Part-time employee or Regular Full-time employee. If the supervisor fails to evaluate the employee at the end of the ninety (90) calendar day trial period, the employee is considered to be a satisfactory employee. If an employee's performance is rated unsatisfactory during the trial period, he/she will be dismissed from employment.

If an employee is dismissed during the Trial Period of Employment such discharge shall not become the basis for a grievance or arbitration for any reason. After completing probation, the employee will be considered a bargaining unit employee and will gain seniority from the date they complete probation.

If applicable to the position, Board paid benefits shall commence on the ninetieth (90th) calendar day from the start of employment.

**Section 5. Transportation Assignments** - All anticipated (known/ documented) and open bus and van runs shall be posted within 7 days on the bus depot bulletin board for no fewer than 10 (ten) workdays. Current drivers are to apply for (bid on) open runs by signing their name on the bid sheet of their interest. Runs will be assigned to drivers by seniority, which is determined by the employees' job classification date. The bus depot may not combine runs in an effort to prevent them from being posted. Employees on personal improvement plans shall not be eligible to bid on runs.

**Section 6. Subcontracting** – The parties to this agreement recognize that the duties and work performed by the bargaining unit described above shall be performed only by unit members and shall not be subcontracted or otherwise transferred out of the bargaining unit, except for unfilled positions.

Should a need arise to contract outside of this provision, parties will first meet all labor obligations prior to engaging with subcontractors. Should the employer make reasonable efforts to directly hire someone to fill a bargaining unit vacancy and those efforts have failed, the employer may engage a subcontractor for that position provided that there will be no permanent reduction in the bargaining unit size. Reasonable efforts to fill the vacancy shall include all of the following: internal posting of the position; posting the vacant position on the school webpage for 10 days; and posting the position on no less than one job search website for 10 days.

**Section 7. Job Abandonment** - Job abandonment occurs when an employee has not notified Southeast Delco School District of their intention to return to their assigned duties following an absence or leave. Generally, this is considered a voluntary resignation. Employees that fail to contact their immediate supervisor and do not report to work after three (3) consecutive shifts may be considered to have voluntarily resigned their position beginning the count on the first day that the employee did not report to work or contact their supervisor.

Disciplinary action for job abandonment may include the following:

- 1st offense: verbal warning with follow-up documentation
- 2nd offense: written warning
- 3rd offense: written warning with recommendation for termination

## **ARTICLE XIII - Compensation**

**Section 1. Wage Rate-** The probationary rates and wage rates during the term of this Agreement are set forth in Appendix A. Wage rates for each job classification are attached as an addendum at the back of this agreement.

Year 1, retroactive to July 1, 2023: 10% increase on the 2022-2023 wage rate (starting wage) & Step placement equal to current years of service (See Appendix A for Steps and sample calculations)

Year 2: 2.5% across the board

Year 3: 2.5% across the board

Year 4: 2.5% across the board

\*See Appendix B Wage Chart for each Job Classification

Step movement for all employees will take place on July 1 annually. An individual employed by and reporting to work for the district for no less than 135 days between July 1 through June 30 will be eligible for a year counted towards their step movement. Anyone who finishes the number of years in their current step during the school year will be moved to the next step on July 1.

Step years are inclusive, meaning an employee must work the years listed for each step before being eligible to advance to the next step. The letter “names” for the steps are inconsequential and may be changed.

Employees who are classified as Probationary Employees will be placed on Step A, where they will have an hourly rate fifty cents (\$0.50) less than the regular starting salary (Step B). Once an employee successfully completes their ninety (90) calendar probationary period, the employee will be placed on Step B, effective their first day as a regular full-time employee or regular part-time employee.

All substitute employees will be paid fifty cents (\$0.50) less than the wage rate. A substitute employee is a person who is employed by the District to work as needed or fill in for an absent employee. If a regular part-time employee or regular full-time employee requests a change in their employment status to substitute employee status, they will have their pay rate changed to fifty cents less than the wage rate, effective the first day of their new status.

Summer employment: When an employee works a different job classification during the summer employment period, that employee will be paid the wage rate for that job classification.

Step assignment (wage calculation by actual years of service in a position) and Seniority (privileged position within the bargaining unit earned by longer service, calculated using Credit for Years of Service) are not the same.

Section 2. **Credit for Years of Service**- Employees who voluntarily transfer from a part-time job category to a full-time category shall receive one year's credit for each three years of service employed in the previous category. In order for employees to be eligible for the years of service credit, they must work at least 5.5 hours per day for a minimum of 135 days in the school year.

Section 3. **Pay Periods**- All employees shall be paid on a bi-weekly basis based upon an hourly rate of pay.

Section 4. **Overtime**- After forty (40) hours worked in any one week (the seven-day period between Monday and the following Sunday) the employee shall be paid time and a half for all such overtime based upon the individual's hourly rate of pay (1 1/2 times hourly rate). All overtime must be pre-approved by the employee's supervisor.

Overtime shall be offered on a rotating basis by seniority within the job classification for all employees, full and part time.

Section 5. **Holiday Overtime**- Any employee scheduled to work on a district-approved holiday as per Article XV, Section 1, will be paid double his/her hourly rate.

Section 6. **Emergency Closing** – In the event that the district closes for a day due to hazardous weather or other emergencies, employees, except for twelve month secretarial employees, shall not be paid.

Section 7. **Payment for Unused Sick Leave**- Upon retirement, under the Public School Employees Retirement System, the district shall pay the employee the lesser of thirty-five dollars (\$35.00) per day or their regular daily pay for each accumulated, unused sick leave day.

In the event an employee leaves the district after having completed five (5) years of consecutive service in the district, the employee will receive the lesser of twenty-five dollars (\$25.00) per day or their regular daily pay for each unused sick leave day.

An employee with ten (10) or more years of consecutive service in the district, who dies prior to retirement, shall have the benefit under this provision paid to their estate.

Section 8 – **Higher Position Pay** - When an employee is assigned to perform the duties of a bargaining unit position with a higher rate of pay, that employee shall be paid the equal amount of the pay rate for the higher paying position, for each complete shift worked in that position. Any time worked less than the complete shift of the higher paid position will be considered temporary

coverage, and not subject to the higher wage rate. An exception will be made when working the complete shift of the employee at the higher paid position when a supervisor notifies an employee on the same day of the reassignment and the employee completes his/her normal shift.

An example: If an attendance aide is currently paid the hourly rate on the AWR2 schedule in the clerical aide classification, when they cover for a secretary, the attendance aide would receive the hourly rate at the AWR2 schedule of the secretary classification.

## **ARTICLE XIV - Grievance Procedure**

Section 1. **Definition** - A "grievance" is a complaint by an employee regarding any matter of wages, hours or terms and conditions of employment including, but not limited to, an alleged breach of the expressed provisions of this Agreement.

Section 2. **Grievance Procedure: Level One Informal Conference** – In the event an employee or employees believe that he, she or they have a grievance, they must put into writing their concern to their immediate supervisor. The supervisor will hold a conference within five (5) work days of receiving written notice from the employee. The employee must bring the issue of concern to the supervisor within ten (10) work days of the occurrence of the event or within thirty (30) work days of when they could reasonably be sure that such an event occurred, but no longer than forty-five (45) work days from the alleged event, with the objective of resolving the matter informally. After the conference, the supervisor will have five (5) work days to issue a written response to the employee.

Section 3. **Grievance Procedure: Level Two Superintendent**- If the aggrieved person(s) is not satisfied with the disposition of the grievance at Level One, the grievance shall be reduced to writing within five (5) days on a form agreed upon by the parties and submitted to the Superintendent. The Superintendent, or designee, shall hold a conference within seven (7) work days. The Superintendent shall file a written decision within seven (7) work days after the close of the conference.

Section 4. **Grievance Procedure: Level Three- Board Hearing**- If the grievant is not satisfied with the disposition of the grievance by the Superintendent, the grievance may be submitted to the Board of School Directors or a committee thereof, utilizing the following procedure:

1. A written request for a hearing date shall be presented to the Board within five (5) work days after receipt of the Superintendent's decision or if no disposition has been made within fifteen (15) work days of the hearing.
2. The Board or a committee of the Board shall have fifteen (15) work days after the receipt of the request for a hearing to schedule and to conduct a hearing.
3. At a hearing of the Board, or committee of the Board, an oral presentation, not to exceed thirty (30) minutes for a complaint, may be made by the complainant or their representative, and questions may be asked by members of the Board. The Board or a committee of the Board will have ten (10) work days to render a decision.
4. No new evidence or new witnesses shall be presented in oral or written form at the hearing that was not presented to either the Principal, Supervisor, or Superintendent unless a reason is shown why it could not be presented originally.

5. The only administrators who will attend are the Superintendent and/or Assistant Superintendent, unless an administrator is considered a witness in the matter at issue. If they are not a witness, then no other administrators will be present at that time.
6. The Board's Solicitor or other attorney representing the Board or the administration in the matter at issue may be present at Level III hearings.
7. The Federation has the right to have its representative or legal counsel present if desired.
8. The Federation and the Board can caucus with their respective representatives as needed during the hearing. The side calling for the caucus will leave the meeting room and conduct the caucus in another room.

Section 5. **Grievance Procedure: Level Four Arbitration-** If the aggrieved person(s) or the Federation is not satisfied with the disposition of the grievance at Level Three, the Federation only may within ten (10) work days after receipt of the written decision by the Board or twenty (20) days after the grievance was delivered to the Board, whichever is sooner, proceed to binding arbitration in accordance with the rules and procedures of the American Arbitration Association.

Section 6. **Separate Grievance File-** All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personal file of any of the participants.

Section 7. **Grievance Forms-** Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the administrator and the Federation and given appropriate distribution so as to facilitate operation of the grievance procedure.

Section 8. **Hearings -** All hearings under this procedure shall not be conducted in public and shall include only the parties and their designated or selected representatives, heretofore referred to in this Article. Employees required to participate in any hearing at any step of this procedure shall not suffer any loss of pay and have the right to request union representation.

Section 9. **Reprisals-** No reprisals of any kind shall be taken by the employer, employee or its agents, against any grievant, Federation representative or employees of the School District for participation in this grievance procedure.

Section 10. The decision of the arbitrator shall be final and binding on all parties.

Section 11. The cost of the arbitrator shall be shared equally by the parties.

Section 12. Any time there is a class action grievance, the Federation shall have the right to file a grievance at any step of this procedure and to be present at any step of this procedure.

Section 13. Failure to render a timely decision at any step of this procedure within the specified time limits automatically advances the grievance to the next step.

## **ARTICLE XV - Holidays and Vacation**

Section **1. Holidays- Full time/twelve month employees** shall be paid for thirteen (13) holidays each year following the completion of the ninety (90) calendar day probationary period. These holidays shall be in conformance with the approved school calendar and shall include:

- Independence Day
- Labor Day
- Thanksgiving Day
- The Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Good Friday
- Easter Monday or Thursday of Spring Recess
- Memorial Day
- Juneteenth

If the school district reduces the number of work days in a school year due to closing of the school buildings, the district agrees to pay a seven-hour work day for each day not allowed to be made up by the full time/twelve month secretarial/print room job classification.

**Full Time/ten month employees** shall be paid for ten (10) holidays each year following the completion of the ninety (90) calendar day probationary period. These holidays shall be in conformance with the approved school calendar and shall include:

- Thanksgiving Day
- The Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Good Friday
- Easter Monday or Thursday of Spring Recess
- Memorial Day

**Part-time/ten month employees** shall be paid for five (5) holidays each year following the completion of the ninety (90) calendar day probationary period. These holidays shall include:

- Thanksgiving Day
- The Day after Thanksgiving
- Christmas Day
- New Year's Day
- Good Friday

In order for an employee to receive payment for an approved holiday he/she must work his/her regularly scheduled number of hours on the day before and the day after the holiday, except when the employee is

on an approved leave as provided for in this Agreement or when the employee's shift has been modified with the preapproval of his/her supervisor.

**Section 2. Full-Time/ Twelve Month Employees' Vacation** – An employee in this category will earn one-day vacation per month to a maximum of ten (10) days per year. After completing five years of service, an employee in this category will earn one additional day for each additional year of service to a maximum of twenty (20) days per year.

For an employee hired after July 1, one day of vacation for each month worked will be earned to a maximum of ten (10) days.

Earned vacation days will be available for use at the start of next fiscal year (July 1).

Vacation days must be used prior to the end of the current fiscal year (June 30).

**Section 3. Full-time Custodial, Grounds and Maintenance Employees-** An employee in this category will earn a maximum of fourteen (14) days' vacation per year. For an employee hired after July 1, vacation days will be prorated to a maximum of fourteen (14) days. After completing five years of service, an employee in this category will earn one additional day for each additional year of service to a maximum of twenty-five (25) days per year beginning with school year 2007-2008.

**Section 4. Request for Vacation Leave-** Requests for Vacation leave must be submitted to the Superintendent of Schools seven (7) days in advance of such leave. The use of any of the above referred to vacation leave shall be restricted to no more than ten percent (10%) of the employees in any one building or department on any one day. Beginning in summer 2011, custodial, grounds and maintenance employees who are earning fifteen days of vacation or more per year must take a minimum of five (5) vacation days during the summer month period. For purposes of this section, the summer month period starts the first workday following the last teacher day and ends five (5) workdays prior to first teacher day for the upcoming school year. Vacation leave may not be taken during the week immediately preceding the beginning or end of school. All staff in addition to custodial, grounds and maintenance employees must take at least one-week of vacation during the summer months. While this practice is preferred for other full-time support employees, exceptions will be considered on a case by case basis, by the Superintendent or designee. During the summer work schedule, the ten percent (10%) rule will be suspended for the secretaries assigned to the high school.

**Section 5. Vacation During Holidays-** If a holiday occurs during a calendar week in which an employee is on vacation, that employee's vacation period shall be extended one (1) additional day for each holiday so duplicated.

**Section 6. Payment for Unused Vacation-** Any employee who is laid off, retired or separated from the service of the employer for any reason, or his/her beneficiary, shall be compensated in cash for all unused vacation time accumulated at the time of separation, prorated from the previous July 1.

**Section 7. Vacation Pay Rate-** The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the day immediately preceding the employee's vacation.

**Section 8.** A school calendar setting forth the day's school should be in session, holidays, vacation periods and days of in-service programs is prepared by the Superintendent and present for Board approval in the spring of each year. The calendar is then issued to each employee.

Section 9. Full Time/Ten Month Employees will not be eligible for compensation for days during spring break unless those days are designated as a paid holiday. During winter break, the employee will be eligible for up to four days of compensation even if the day is not designated as a paid holiday.

## **ARTICLE XVI - No Strike / No Lockout**

Section 1. It is understood that there shall be no strike, as that term is defined under the Public Employee Relations Act, during the life of this Agreement nor shall any officer, representative or official of the Federation authorize, assist or encourage any such strike during the life of this Agreement.

Section 2. Should a strike occur not authorized by the Federation, the Federation, following official written notice from the Board, will advise the Board in writing that such action has not been authorized or sanctioned and will advise its members to return to work immediately.

Section 3. The Board will not engage in any lockout during the life of this Agreement.

Section 4. Nothing contained in this Agreement shall be in any way abrogate or diminish the right of the Board to seek equitable relief in the courts when in the opinion of the board a strike has occurred. The utilization of the grievance procedure established in this Agreement shall not be considered a prerequisite for such recourse to the court.

## **ARTICLE XVII - Miscellaneous Provisions**

Section 1. The Board and the Federation acknowledge that this Agreement represents the results of collective negotiations between said parties conducted under and in accordance with parties conducted under and in accordance with the provisions of the Public Employee Relations Act of the Commonwealth of Pennsylvania and constitutes the entire Agreement between the parties for the duration of the life of said Agreement; each party waiving the right to bargain collectively with each other with reference to any other subject, matter, issue or thing whether specifically covered herein or wholly omitted here from and irrespective of whether said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement.

Section 2. Nothing contained in this Agreement shall be so construed or implemented so as to be in derogation of any of the rights or obligations of the parties hereto and inconsistent or in conflict with, or in violation of the provisions of any statute or statutes enacted by a General Assembly of the Commonwealth of Pennsylvania.

Section 3. If any of the provisions of this Agreement or its application thereof shall be held invalid for any reason, such invalidity shall not affect the other provisions or other application of this Agreement which can be given effect without the invalid provision of application and to that end, all provisions of this Agreement are deemed to be severable.

Section 4. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all classified employees now employed or employed during the term of this Agreement.



Section 5. Nothing contained herein shall be construed so as to deny to any employee those rights as may exist under the Pennsylvania School Code of 1949, as amended, or other applicable legislation. The rights granted under this Agreement shall be in addition to those provided by law or statute, unless they contradict or are in violation of the School Code or other statute, in which case the applicable statute will control.

Employees shall have the right to file a grievance under the collective bargaining Agreement or request a hearing pursuant to Sections 1121 through 1132 of the School Code, but not both.

### **ARTICLE XVIII - Effective Date and Termination Date**

This agreement shall become effective on the 1st day of July 2023, and shall terminate on the 30<sup>th</sup> day of June 2027.

The parties, through their duly authorized officers intending to be legally bound, hereby have set their hands and seals the day and year above mentioned.

SOUTHEST DELCO FEDERATION  
SUPPORT STAFF #4768

SOUTHEST DELCO SCHOOL DISTRICT OF  
BOARD OF SCHOOL DIRECTORS

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Appendix A. Year 1 Wage Calculation and Step Placement

**Chart 1. Step Placement by Years in Current Position**

| Step                         | Years of Service in Current Position |
|------------------------------|--------------------------------------|
| A (Probationary or Sub Wage) | 90 days or less                      |
| B (Starting Wage)            | 91 days through 5 years              |
| C                            | 6 through 10 years                   |
| D                            | 11 through 15 years                  |
| E                            | 16 through 20 years                  |
| F                            | 21 or more years                     |

**Chart 2. Calculation of Wage Increase for Contract Year 1**

| Step | Calculation               | Example: Van Driver<br>2022-2023 Wage was <b>\$19.25</b> |
|------|---------------------------|--|
| A    | Step B minus \$0.50       | $\$21.18 - \$0.50 = \$20.68$                             |
| B    | 2022-2023 Wage Rate + 10% | $\$19.25 + \$1.93 = \$21.18$                             |
| C    | Step B plus \$1.00        | $\$21.18 + \$1.00 = \$22.18$                             |
| D    | Step C plus \$1.25        | $\$22.18 + \$1.25 = \$23.43$                             |
| E    | Step D plus \$1.50        | $\$23.43 + \$1.50 = \$24.93$                             |
| F    | Step E plus \$1.75        | $\$24.93 + \$1.75 = \$26.68$                             |

## Appendix B – Wage Schedules for All Years of Agreement by Job Classification

### Section 1. Full-time/Twelve Month Positions

#### Lead Custodian

|   | Year 1  | Year 2  | Year 3  | Year 4  |
|---|---------|---------|---------|---------|
| A | \$28.96 | \$29.69 | \$30.45 | \$31.22 |
| B | \$29.46 | \$30.19 | \$30.95 | \$31.72 |
| C | \$30.46 | \$31.19 | \$31.95 | \$32.72 |
| D | \$31.71 | \$32.44 | \$33.20 | \$33.97 |
| E | \$33.21 | \$33.94 | \$34.70 | \$35.47 |
| F | \$34.96 | \$35.69 | \$36.45 | \$37.22 |

#### Custodian

|   | Year 1  | Year 2  | Year 3  | Year 4  |
|---|---------|---------|---------|---------|
| A | \$21.92 | \$22.48 | \$23.05 | \$23.64 |
| B | \$22.42 | \$22.98 | \$23.55 | \$24.14 |
| C | \$23.42 | \$23.98 | \$24.55 | \$25.14 |
| D | \$24.67 | \$25.23 | \$25.80 | \$26.39 |
| E | \$26.17 | \$26.73 | \$27.30 | \$27.89 |
| F | \$27.92 | \$28.48 | \$29.05 | \$29.64 |

#### Desktop Support Technician

|   | Year 1  | Year 2  | Year 3  | Year 4  |
|---|---------|---------|---------|---------|
| A | \$21.92 | \$22.48 | \$23.05 | \$23.64 |
| B | \$22.42 | \$22.98 | \$23.55 | \$24.14 |
| C | \$23.42 | \$23.98 | \$24.55 | \$25.14 |
| D | \$24.67 | \$25.23 | \$25.80 | \$26.39 |
| E | \$26.17 | \$26.73 | \$27.30 | \$27.89 |
| F | \$27.92 | \$28.48 | \$29.05 | \$29.64 |

#### Dispatcher, Yardman

|   | Year 1  | Year 2  | Year 3  | Year 4  |
|---|---------|---------|---------|---------|
| A | \$26.07 | \$26.73 | \$27.41 | \$28.11 |
| B | \$26.57 | \$27.23 | \$27.91 | \$28.61 |
| C | \$27.57 | \$28.23 | \$28.91 | \$29.61 |
| D | \$28.82 | \$29.48 | \$30.16 | \$30.86 |
| E | \$30.32 | \$30.98 | \$31.66 | \$32.36 |
| F | \$32.07 | \$32.73 | \$33.41 | \$34.11 |

**Lead Groundskeeper**

|   | Year 1  | Year 2  | Year 3  | Year 4  |
|---|---------|---------|---------|---------|
| A | \$27.72 | \$28.42 | \$29.14 | \$29.88 |
| B | \$28.22 | \$28.92 | \$29.64 | \$30.38 |
| C | \$29.22 | \$29.92 | \$30.64 | \$31.38 |
| D | \$30.47 | \$31.17 | \$31.89 | \$32.63 |
| E | \$31.97 | \$32.67 | \$33.39 | \$34.13 |
| F | \$33.72 | \$34.42 | \$35.14 | \$35.88 |

**Groundskeeper**

|   | Year 1  | Year 2  | Year 3  | Year 4  |
|---|---------|---------|---------|---------|
| A | \$20.68 | \$21.20 | \$21.75 | \$22.30 |
| B | \$21.18 | \$21.70 | \$22.25 | \$22.80 |
| C | \$22.18 | \$22.70 | \$23.25 | \$23.80 |
| D | \$23.43 | \$23.95 | \$24.50 | \$25.05 |
| E | \$24.93 | \$25.45 | \$26.00 | \$26.55 |
| F | \$26.68 | \$27.20 | \$27.75 | \$28.30 |

**Maintenance A**

|   | Year 1  | Year 2  | Year 3  | Year 4  |
|---|---------|---------|---------|---------|
| A | \$31.69 | \$32.49 | \$33.32 | \$34.16 |
| B | \$32.19 | \$32.99 | \$33.82 | \$34.66 |
| C | \$33.19 | \$33.99 | \$34.82 | \$35.66 |
| D | \$34.44 | \$35.24 | \$36.07 | \$36.91 |
| E | \$35.94 | \$36.74 | \$37.57 | \$38.41 |
| F | \$37.69 | \$38.49 | \$39.32 | \$40.16 |

**Maintenance B**

|   | Year 1  | Year 2  | Year 3  | Year 4  |
|---|---------|---------|---------|---------|
| A | \$28.82 | \$29.55 | \$30.30 | \$31.07 |
| B | \$29.32 | \$30.05 | \$30.80 | \$31.57 |
| C | \$30.32 | \$31.05 | \$31.80 | \$32.57 |
| D | \$31.57 | \$32.30 | \$33.05 | \$33.82 |
| E | \$33.07 | \$33.80 | \$34.55 | \$35.32 |
| F | \$34.82 | \$35.55 | \$36.30 | \$37.07 |

**Maintenance C**

|   | Year 1  | Year 2  | Year 3  | Year 4  |
|---|---------|---------|---------|---------|
| A | \$27.72 | \$28.42 | \$29.14 | \$29.88 |
| B | \$28.22 | \$28.92 | \$29.64 | \$30.38 |
| C | \$29.22 | \$29.92 | \$30.64 | \$31.38 |
| D | \$30.47 | \$31.17 | \$31.89 | \$32.63 |
| E | \$31.97 | \$32.67 | \$33.39 | \$34.13 |
| F | \$33.72 | \$34.42 | \$35.14 | \$35.88 |

**Secretarial, Printroom**

|   | Year 1  | Year 2  | Year 3  | Year 4  |
|---|---------|---------|---------|---------|
| A | \$21.92 | \$22.48 | \$23.05 | \$23.64 |
| B | \$22.42 | \$22.98 | \$23.55 | \$24.14 |
| C | \$23.42 | \$23.98 | \$24.55 | \$25.14 |
| D | \$24.67 | \$25.23 | \$25.80 | \$26.39 |
| E | \$26.17 | \$26.73 | \$27.30 | \$27.89 |
| F | \$27.92 | \$28.48 | \$29.05 | \$29.64 |

Section 2. Full-time/Ten Month Positions

**Attendance Clerk**

|   | Year 1  | Year 2  | Year 3  | Year 4  |
|---|---------|---------|---------|---------|
| A | \$19.73 | \$20.24 | \$20.76 | \$21.29 |
| B | \$20.23 | \$20.74 | \$21.26 | \$21.79 |
| C | \$21.23 | \$21.74 | \$22.26 | \$22.79 |
| D | \$22.48 | \$22.99 | \$23.51 | \$24.04 |
| E | \$23.98 | \$24.49 | \$25.01 | \$25.54 |
| F | \$25.73 | \$26.24 | \$26.76 | \$27.29 |

**Secretarial**

|   | Year 1  | Year 2  | Year 3  | Year 4  |
|---|---------|---------|---------|---------|
| A | \$21.92 | \$22.48 | \$23.05 | \$23.64 |
| B | \$22.42 | \$22.98 | \$23.55 | \$24.14 |
| C | \$23.42 | \$23.98 | \$24.55 | \$25.14 |
| D | \$24.67 | \$25.23 | \$25.80 | \$26.39 |
| E | \$26.17 | \$26.73 | \$27.30 | \$27.89 |
| F | \$27.92 | \$28.48 | \$29.05 | \$29.64 |

**Health Room Aide**

|   | Year 1  | Year 2  | Year 3  | Year 4  |
|---|---------|---------|---------|---------|
| A | \$26.07 | \$26.73 | \$27.41 | \$28.11 |
| B | \$26.57 | \$27.23 | \$27.91 | \$28.61 |
| C | \$27.57 | \$28.23 | \$28.91 | \$29.61 |
| D | \$28.82 | \$29.48 | \$30.16 | \$30.86 |
| E | \$30.32 | \$30.98 | \$31.66 | \$32.36 |
| F | \$32.07 | \$32.73 | \$33.41 | \$34.11 |

**Cook**

|   | Year 1  | Year 2  | Year 3  | Year 4  |
|---|---------|---------|---------|---------|
| A | \$20.66 | \$21.19 | \$21.74 | \$22.29 |
| B | \$21.16 | \$21.69 | \$22.24 | \$22.79 |
| C | \$22.16 | \$22.69 | \$23.24 | \$23.79 |
| D | \$23.41 | \$23.94 | \$24.49 | \$25.04 |
| E | \$24.91 | \$25.44 | \$25.99 | \$26.54 |
| F | \$26.66 | \$27.19 | \$27.74 | \$28.29 |

**Assistant Cook**

|   | Year 1  | Year 2  | Year 3  | Year 4  |
|---|---------|---------|---------|---------|
| A | \$18.91 | \$19.39 | \$19.89 | \$20.40 |
| B | \$19.41 | \$19.89 | \$20.39 | \$20.90 |
| C | \$20.41 | \$20.89 | \$21.39 | \$21.90 |
| D | \$21.66 | \$22.14 | \$22.64 | \$23.15 |
| E | \$23.16 | \$23.64 | \$24.14 | \$24.65 |
| F | \$24.91 | \$25.39 | \$25.89 | \$26.40 |

**Van Driver, Food Services Van Driver-Mail Clerk**

|   | Year 1  | Year 2  | Year 3  | Year 4  |
|---|---------|---------|---------|---------|
| A | \$20.68 | \$21.20 | \$21.75 | \$22.30 |
| B | \$21.18 | \$21.70 | \$22.25 | \$22.80 |
| C | \$22.18 | \$22.70 | \$23.25 | \$23.80 |
| D | \$23.43 | \$23.95 | \$24.50 | \$25.05 |
| E | \$24.93 | \$25.45 | \$26.00 | \$26.55 |
| F | \$26.68 | \$27.20 | \$27.75 | \$28.30 |

**Bus Driver**

|   | Year 1  | Year 2  | Year 3  | Year 4  |
|---|---------|---------|---------|---------|
| A | \$26.07 | \$26.73 | \$27.41 | \$28.11 |
| B | \$26.57 | \$27.23 | \$27.91 | \$28.61 |
| C | \$27.57 | \$28.23 | \$28.91 | \$29.61 |
| D | \$28.82 | \$29.48 | \$30.16 | \$30.86 |
| E | \$30.32 | \$30.98 | \$31.66 | \$32.36 |
| F | \$32.07 | \$32.73 | \$33.41 | \$34.11 |

Section 3. Part-time/Ten Month Positions

**Food Service, Cashier, Prep, Server, Dishwasher**

|   | Year 1  | Year 2  | Year 3  | Year 4  |
|---|---------|---------|---------|---------|
| A | \$17.16 | \$17.60 | \$18.05 | \$18.51 |
| B | \$17.66 | \$18.10 | \$18.55 | \$19.01 |
| C | \$18.41 | \$19.10 | \$19.55 | \$20.01 |
| D | \$19.41 | \$20.35 | \$20.80 | \$21.26 |
| E | \$20.66 | \$21.85 | \$22.30 | \$22.76 |
| F | \$22.16 | \$23.60 | \$24.05 | \$24.51 |

**Instructional Aide, Title I Aide, Special Ed Aide, PCA**

|   | Year 1  | Year 2  | Year 3  | Year 4  |
|---|---------|---------|---------|---------|
| A | \$18.92 | \$19.40 | \$19.90 | \$20.41 |
| B | \$19.42 | \$19.90 | \$20.40 | \$20.91 |
| C | \$20.42 | \$20.90 | \$21.40 | \$21.91 |
| D | \$21.67 | \$22.15 | \$22.65 | \$23.16 |
| E | \$23.17 | \$23.65 | \$24.15 | \$24.66 |
| F | \$24.92 | \$25.40 | \$25.90 | \$26.41 |

**Clerical Aide, Library Aide**

|   | Year 1  | Year 2  | Year 3  | Year 4  |
|---|---------|---------|---------|---------|
| A | \$17.55 | \$18.00 | \$18.46 | \$18.94 |
| B | \$18.05 | \$18.50 | \$18.96 | \$19.44 |
| C | \$19.05 | \$19.50 | \$19.96 | \$20.44 |
| D | \$20.30 | \$20.75 | \$21.21 | \$21.69 |
| E | \$21.80 | \$22.25 | \$22.71 | \$23.19 |
| F | \$23.55 | \$24.00 | \$24.46 | \$24.94 |

**Non-Instructional Aide, Bus Aide**

|   | Year 1  | Year 2  | Year 3  | Year 4  |
|---|---------|---------|---------|---------|
| A | \$17.16 | \$17.60 | \$18.05 | \$18.51 |
| B | \$17.66 | \$18.10 | \$18.55 | \$19.01 |
| C | \$18.66 | \$19.10 | \$19.55 | \$20.01 |
| D | \$19.91 | \$20.35 | \$20.80 | \$21.26 |
| E | \$21.41 | \$21.85 | \$22.30 | \$22.76 |
| F | \$23.16 | \$23.60 | \$24.05 | \$24.51 |



**Van Driver**

|   | Year 1  | Year 2  | Year 3  | Year 4  |
|---|---------|---------|---------|---------|
| A | \$20.68 | \$21.20 | \$21.75 | \$22.30 |
| B | \$21.18 | \$21.70 | \$22.25 | \$22.80 |
| C | \$22.18 | \$22.70 | \$23.25 | \$23.80 |
| D | \$23.43 | \$23.95 | \$24.50 | \$25.05 |
| E | \$24.93 | \$25.45 | \$26.00 | \$26.55 |
| F | \$26.68 | \$27.20 | \$27.75 | \$28.30 |

**Bus Driver**

|   | Year 1  | Year 2  | Year 3  | Year 4  |
|---|---------|---------|---------|---------|
| A | \$26.07 | \$26.73 | \$27.41 | \$28.11 |
| B | \$26.57 | \$27.23 | \$27.91 | \$28.61 |
| C | \$27.57 | \$28.23 | \$28.91 | \$29.61 |
| D | \$28.82 | \$29.48 | \$30.16 | \$30.86 |
| E | \$30.32 | \$30.98 | \$31.66 | \$32.36 |
| F | \$32.07 | \$32.73 | \$33.41 | \$34.11 |