

**COLLECTIVE BARGAINING AGREEMENT**

**between the**

**WALLINGFORD-SWARTHMORE  
SCHOOL DISTRICT**

**and the**

**WALLINGFORD-SWARTHMORE  
EDUCATION SUPPORT  
PERSONNEL ASSOCIATION**

**July 1, 2025 – June 30, 2030**

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# AGREEMENT

## Recognition

**1.1** The Wallingford-Swarthmore Educational Support Personnel Association, PSEA/NEA (hereinafter referred to as "Association") is hereby recognized by the Board of School Directors of the Wallingford-Swarthmore School District (hereinafter referred to as "Board" or "District") as the exclusive bargaining agent for employees of the District in a unit comprised of all full-time and regular part-time non-professional employees, Instructional Support, Messenger, Custodian, Groundskeeper, Lead Groundskeeper, Technology Support Specialist, Lead Technical Support Specialist, Dispatcher, Financial Clerk I, Financial Clerk II, Safety & Security Aides, Maintenance, Executive Administrative Assistant I, Administrative Assistant II, and excluding work-study and summer student employees, bus drivers and transportation aides, management level employees, supervisors, first level supervisors, confidential employees, as defined in Act 195.

**1.2** Both parties aver that this Agreement sets forth the terms and conditions to which each party agrees to be bound, and that such agreement has been reached voluntarily without undue or unlawful coercion or force by either party.

## Scope of Agreement

**2.1** The Board and the Association agree that this Agreement represents the results of collective bargaining conducted under and in accordance with the provisions of Acts 195 and 88 and constitutes the entire agreement between the parties for the duration of the Agreement; each party waiving the right to bargain collectively with each other with reference to any other subject, whether specifically covered herein or omitted here from, irrespective of whether the subject was mentioned or discussed during the negotiations which led to the execution of the Agreement, except, as otherwise agreed by the parties in writing.

**2.2** This Agreement shall terminate all prior agreements and past practices by the representatives of the District and its employees that may have existed prior to the effective date of this Agreement as it relates to the rates of pay, hours or terms and conditions of employment, other than those expressly set forth in this Agreement. Any future modification, supplementation, variation, or addition to this Agreement shall only be binding upon the parties if it is in writing and signed by them.

**2.3** The Board expressly reserves the right to make all decisions as to inherent managerial policy in all areas, in accordance with relevant law, including standard services, overall budget, organizational structure, selection and direction of personnel, number of personnel required, utilization of technology, the right to classify, subcontracting as limited herein, reclassify or transfer personnel as deemed appropriate by the Board and/or Administration and the objectives to be achieved in areas where personnel covered by this Agreement are assigned, except as modified by the provisions of this Agreement.

**2.4** The Board acknowledges its statutory obligation to meet and discuss those matters involving wages, hours, and other terms or conditions of employment, that involve matters of inherent managerial policy upon which the District is not required to bargain.

**2.5** If the District is unable to maintain the prior fiscal year's level of funding due to a change or modification of the funding formula at the state or local levels, the parties agree to reopen Article 13 of this Agreement and renegotiate salaries that year and each following year of the current agreement. Any salary reduction for each year cannot exceed the total amount of the actual deficit multiplied by the Bargaining Unit's total compensation percentage of the prior year's general fund budget.

## **Rights of Employees**

### **Just Cause Provision**

No employee shall be discharged, suspended, or reduced in rank or compensation without just cause. The employee and the Association will be informed promptly in writing of the basis for any such action. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. New hires will not be covered by the just cause provision during an initial 90- day probationary period.

In the event an employee were to be reprimanded, either verbally or in writing, the employee will not be permitted to grieve such verbal or written reprimand. If, however, the employee is discharged or suspended at a later time as the result of receiving either a verbal and/or written reprimand, the employee, through the Association, shall have the right to raise in the grievance and/or arbitration proceeding challenging the discharge or suspension the employee objections to the verbal or written reprimand as if it were capable of being grieved pursuant to this Agreement.

### **Association Identification**

No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

### **Seniority**

Seniority is defined as the length of continuous service from the date of initial hire as an employee of the District. Seniority for bargaining unit members who are part-time employees, defined as 25 hours or less for purposes of seniority, shall be retained as a separate list for layoff and recall purposes. Should a part time employee be hired to full-time status, the member's seniority shall be based upon the time actually worked by such part-time employee, and shall be in proportion to the amount of time worked by full-time employees in the same classification of the bargaining unit.

Seniority is lost for any reason identified in Section 3.11 of this agreement.

### **Seniority Applied to Layoff Procedures**

In cases of layoff and recall, seniority shall be applied among the incumbents of the job classification whose numbers are being reduced or increased to determine who shall be laid off or recalled, provided that the senior employee has the necessary skill, training, and ability to perform the available work. The President of the Association shall have super seniority within his/her job classification for purposes of layoff and recall only, providing he/she is qualified to perform the job available.

The job classifications for purposes of layoff and recall are as follows:

- Instructional Support
- Messenger
- Custodian
- Groundskeeper
- Lead Groundskeeper
- Executive Administrative Assistant I
- Administrative Assistant II
- Technology Support Specialist
- Lead Technical Support Specialist
- Dispatcher
- Financial Clerk I
- Financial Clerk II
- Maintenance
- Safety & Security Aides

Each classification of which will individually be considered a classification for the purposes of layoff and recall.

### **Seniority Lists**

On, or about, February 1st of each year, the Employer will provide the Association with a seniority list, including date of hire and FTE status for each employee. Both the District and Association agree that the seniority list can be corrected, as needed, as long as both the District and Association are in agreement as verified by the date of hire in the School Board minutes.

In the event of a layoff, the District shall also provide the Association with an updated seniority list no later than five (5) working days prior to said layoff. The Association shall then respond as to the accuracy of the list within three (3) days of receipt so that impacted employees are notified as soon as practicable. Once the layoff is implemented, both the District and Association shall be barred from making allegations and shall file no grievance or complaints with respect to claims of seniority dates during the term of this Agreement.

The District shall provide to the Association copies of the Minutes of each School Board Meeting.

Should two (2) or more bargaining unit members in the same job classification be hired on the same agenda, seniority will be determined by lot.

## **Seniority Applied to Transfers**

In the case of transfer from one job classification to another, the transferred employee shall retain seniority earned in a former classification.

## **Notification of Recall**

An employee who is laid off will retain seniority for up to one (1) year from the date of layoff, provided that any employee who fails to return to work within five (5) working days of written notification of recall by registered or certified mail, unless the employee is mentally or physically incapacitated to such an extent that the employee cannot fulfill the essential job functions of his/her job, shall forfeit his/her seniority. Such mental or physical incapacity must be documented by a licensed medical doctor or licensed nurse practitioner. It is the responsibility of the laid-off employee to keep the District advised, in writing, of the address at which he/she may be contacted. An employee on layoff for less than one (1) year from a classification shall be recalled prior to the hiring of any new employee in such classification, provided that the employee on layoff has the necessary skill, training, and ability to perform the available work.

## **Postings**

a. When a permanent vacancy occurs in a bargaining unit classification, the position will be posted on appropriate bulletin boards by the District for a period of ten (10) working days prior to the permanent filling of the vacancy. The President of the Association shall be provided with copies of all such postings. A vacancy may be filled temporarily (up to sixty (60) working days) in the case of an emergency, which for the purposes of this section is defined to be any sudden or urgent need for action on the part of the District, but no such vacancy shall be permanently filled until notice of such vacancy has been posted for ten (10) working days. First consideration for filling all vacant positions should be given to qualified individuals presently employed, but the District reserves the right to award all jobs to the most qualified applicant, whether they be internal or external candidates. If bidders are equally qualified, seniority will govern. The posting period may be waived for Instructional Support Employee vacancies when a vacancy needs to be filled because of a student's special education needs of a student who has an IEP can be serviced in accordance with law, subject to approval by the Association, which shall not unreasonably be withheld by the Association.

b. Effective as soon as practicable, but no later than six (6) months following the entry into this Collective Bargaining Agreement, for all unsuccessful bids that take place, unsuccessful internal bidding candidates will receive a written explanation of non-selection upon request of the affected employee. The written explanation, which shall be non-grievable by the employee or the Association, shall include the reason(s) for non-selection.

## **New Job Classifications (Not listed under Classifications in Article 3, Item 3.4)**

When a new job classification, permanent or temporary, is created by the District, the District agrees to notify the Association. Such notice shall be given the Association as early as practicable to allow the Association to meet with the District and attempt to agree upon the wage rate for the new job. If the parties are unable to agree, the District will have the right to unilaterally establish the wage rate and fill the position without an opportunity of the Association

to challenge the wage rate or the filling of the position. Upon the expiration of the Collective Bargaining Agreement, the parties shall bargain an acceptable compensation rate for the job classification in question.

### **Transfer**

a. For all decisions to make a transfer involving a change in shift start time of two hours or greater, and/or the assigned days worked per week is altered, the Union and all potentially impacted employees, exclusive of one-on-one aides, will be notified within ten (10) working days of the decision. Such notice shall include a statement of the reason for the involuntary transfer, unless such statement compromises the confidentiality of a student or other employee. Notwithstanding any other provision of this Agreement, the decision as to transfer shall be in the sole and absolute discretion of the District. Provided no legitimate personnel reason exists for the transfer, the District shall request for a volunteer to accept the change. If no employee volunteers, the least senior impacted employee (as defined in Section 3.3) shall be transferred.

b. Employees who believe that an employer-initiated transfer as defined above was done for punitive purposes may grieve the employer-initiated transfer. During the pendency of the grievance, the employee can be transferred to the new position. The grievance, however, can be processed through only Steps I, 11, and III of this Contract's grievance procedure. There shall be no right to arbitrate employer decisions for employer-initiated transfers as defined herein to Step IV, arbitration.

c. For involuntary transfers involving building assignments, and/or shift changes where the start time is altered less than two hours, an employee and bargaining agent will be given a minimum of five (5) working days' notice, when practical, of a transfer involving a permanent change in his/her work assignment. An employee receiving a permanent change in assignment will be advised of the change in person, in addition to any written notification.

### **Separation**

Any employee intending to resign is expected to give a minimum of two (2) weeks' notice in writing to the District's Human Resources Office for action by the Board of School Directors.

Seniority will be lost if an employee:

- a. resigns;
- b. is discharged for cause;
- c. is laid off for more than one (1) year;
- d. is absent without authorization or notification to the District for three (3) consecutive scheduled workdays or more;
- e. fails to return to work within five (5) workdays after receiving written notification of recall from layoff by registered or certified mail;
- f. is disabled and unable to provide services as an employee for twelve (12) or more consecutive months;
- g. fails to return to work as scheduled from a leave of absence;
- h. retires
- i. fails to return to work following a disciplinary suspension.

## **Management Prerogative to Use Support Employees**

District shall have the management prerogative to assign instructional support employees as day-to-day teaching substitutes so long as the instructional support employees are properly certified and/or legally authorized to do so.

Bargaining Unit Members who act in the capacity of a day-to-day substitute shall receive the District's advertised substitute rate, or a 10% increase to their daily pay, whichever is higher.

If a Bargaining Unit Member holds an active Commercial Driver's License and is needed to drive a school bus or student transport van, the Bargaining Unit Member will be paid for driving the route at the applicable Driver rate set forth in the Compensation Plan or Collective Bargaining Agreement impacting bus drivers in the District (currently the Teamsters Local 107 Contract) in lieu of the Bargaining Unit Member's regular hourly rate pursuant to this Collective Bargaining Agreement, whichever is higher.

District reserves the right to direct Custodial and Maintenance classifications to report to work in the event of snow removal/ice treatment and other emergent needs. For the purpose of snow/ice removal and treating of weather-related conditions, any time worked by a Bargaining Unit Member outside of the Bargaining Unit Member's scheduled work or on a day when schools and offices are closed will be paid at 1.5 times of the Bargaining Unit Member's base hourly rate.

## **Association**

**1.2** The District agrees to furnish to the Association in response to reasonable requests preceding negotiation of a collective bargaining agreement or renewal thereof such data and information as is required by law to be furnished for such purpose.

**1.3** Whenever any employee is required by the Superintendent, or his/her designee, to participate during working hours in grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay.

**1.4** The Association shall have, in each school building, the right to use a District-designated bulletin board in each employee lounge. The officers of the Association shall have the right to use the District's inter-school mail system, subject to federal and state law, and the District's e-mail system, subject to the District's Acceptable Use Policy as it may be amended from time to time, which shall permit the Association, subject to reasonable restrictions of the District, to use the system for valid Association purposes and communication while school is in session.

**4.4** Upon sufficient advance written request, but in no case less than five (5) workdays prior to the proposed Association activity, the President of the Association will be permitted up to five (5) days paid leave annually for the purpose of participating in Association activities such as conferences, workshops, or seminars. The Director of Human Resources shall not unreasonably withhold approval of such written requests.

## **Non-Discrimination**

The Board and the Association agree not to discriminate against any individual with respect to hiring, compensation, terms, or conditions of employment because of such individual's race, color, religion, sex, disability, sexual orientation or national origin; nor will they limit, segregate, or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, disability, sexual orientation or national origin.

## **Health Benefits**

### **Hospital-Medical-Prescription Insurance**

For the duration of this Collective Bargaining Agreement the hospital, medical, and prescription insurance plan offerings will be the same as those set forth for members of the Wallingford-Swarthmore Education Association as follows:

**Core Health Plan.** For the term of this agreement, the core plan to be offered will be the same as that set forth for members of the Wallingford-Swarthmore Education Association.

**Alternate Health Plan.** Participation in the Independence Blue Cross Personal Choice 20/30/70 plan with prescription drug coverage will be made available to full-time eligible employees who wish to contribute the difference between the cost of the Core Health Plan and the selected plan with the prescription drug coverage to the extent that the cost of the selected plan is greater than the costs of Core Health Plan. In addition to these payments, full-time eligible employees who enroll in such plan will make contributions equal to what they would have made had they enrolled in the Core Health Plan.

Participation in the Independence Blue Cross Personal Choice Gold plan, with prescription drug coverage, will be made available to full-time eligible employees who wish to have their contribution to the Core Health Plan reduced by 50% of the difference between the cost of the Core Health Plan for the year in question and the cost of the second look premiums of the Personal Choice Gold Plan.

The District shall cover same-sex married couples for all insurances described in this section of this Agreement, subject to the requirements of the insurance providers. In the event a court, labor arbitrator, or administrative agency having jurisdiction over the District were to rule that same sex couples cannot be legally married, all insurances provided to the spouse and associated covered members would remain in place provided the couple establishes their relationship based upon a set of criteria determined by the District, and in accordance with any requirement of the insurance providers.

### **Employee Contribution.**

1. Full-time eligible employees, pursuant to this Collective Bargaining Agreement, shall contribute toward the premiums of the Core Health Plan on the same basis as that set forth in the Collective Bargaining Agreement with the Wallingford-Swarthmore Education Association provided that the contribution does not exceed the affordability regulations, when instituted, as set forth by the Employer Shared Responsibility Mandate of the Patient Protection and Affordable Care Act (PPACA) as it may be amended. The

contribution amount is 13% of the yearly premium for Personal Choice C3-F2-O2 and \$500 per plan year towards the prescription plan.

2. Part-time eligible employees, pursuant to this Collective Bargaining Agreement, shall contribute on the same basis as the members of the Wallingford-Swarthmore Education Association, with the exception that part-time eligible employees will only be eligible for District-paid single coverage for whatever is defined as the Core Health Plan.
3. Part-time ineligible employees, pursuant to this Collective Bargaining Agreement, will be subject to the same Health Benefit Plan offerings set forth in the Collective Bargaining Agreement between the District and the Wallingford-Swarthmore Education Association, but will be required to pay 100% of the premiums for the entire coverage package, notwithstanding the language set forth herein.

### **Dental**

The District will pay 87% of the premium for the basic United Concordia 1500 plan, or a substantially equivalent plan, dental coverage for eligible full-time or part-time Bargaining Unit Members (working at least 30 hours per week).

The 1500 dental plan includes oral surgery (100% UCR), prosthetics and crown inlay and inlay restoration (50% UCR), periodontal services (50% UCR) and orthodontics (50% UCR up to a lifetime maximum of \$800.00).

The District reserves the right to select any carrier provided the coverage is comparable. The District also reserves the right to annually alter the buyout provisions for the dental plan.

### **Substantially Equivalent Coverage**

The District reserves the right to substitute another carrier providing for substantially equivalent coverage.

a. **Disenrollment** Full-time eligible employees who are eligible to enroll in the District medical, prescription and dental insurance plan and who are willing to discontinue the medical, prescription, and dental plans shall receive \$2,500 per plan year a disenrollment bonus that will be paid in semi-annual installments. Semi-Annual payments shall be made on the paydays closest to December 30 and June 15. In order to be eligible for such a bonus the disenrollment must be for an entire plan year.

b. A full-time eligible employee who has been paid the disenrollment bonus and then elects to leave prior to the end of the term of the Collective Bargaining Agreement will be required to return a prorated portion of the disenrollment bonus already received. That prorated portion must be equivalent to a proration based upon \$2,500 per plan year.

c. A full-time eligible employee who decides to re-enroll as the result of a qualifying event for medical coverage must pay the District the prorated amount for that year. Full-time eligible

employees who re-enroll will be required to pay the relevant contributions for the medical plan they choose.

d. The District reserves the right to increase the size of the disenrollment bonus.

e. Disenrollment can only take place based upon: (1) a qualifying event as established pursuant to law; (2) during the open enrollment period as determined by the District; or (3) as otherwise determined by the insurance provider.

## **Other Employee Benefits**

### **Life Insurance**

The District will pay the premium necessary to provide group term life insurance coverage in the amount of \$30,000 to all full-time employees. To be covered, an employee must be insurable under the terms of the existing life insurance contract. The District may change carriers at any time so long as continuity of coverage is maintained.

### **Disability Insurance**

The District will pay the premiums for full-time eligible employees for long-term disability insurance through a carrier of the District's choice. The long-term disability coverage shall have a 90 day elimination period that requires the utilization of all accrued but unused sick days, as well as a setoff for all other income benefits prior to utilizing the benefit, with a maximum of 60% of the employee's regular annual compensation up to a maximum of \$3,000.00 per month.

Employees may purchase optional short-term disability insurance. The short-term insurance shall have a 14-day elimination period that requires utilization of all accrued but unused sick days, as well as a setoff for all other income benefits prior to utilizing the benefit, with a maximum of 60% of the employee's regular salary, up to \$692.00 per week. Benefits continue until the lesser of 24 weeks, or Long-Term Disability Benefits commence.

### **Vision Insurance**

Employees may purchase optional vision insurance, through payroll deduction, at sole cost of employee. The vision insurance shall be for employees, with addition of dependents available, through any participating provider, with no waiting period after enrollment.

### **Retirement**

Any employee intending to retire is required to give written notice to the District Superintendent on or before thirty (30) days of the intended date of retirement, unless the employee is eligible for a disability retirement. Should notice not be given in accordance with this provision, the District reserves the right to withhold any unused but accrued sick leave payments. The District shall make PSERS contributions in accordance with law.

**Unused Sick Leave:** Those full-time employees who retire will be paid for accumulated sick leave at the rate of \$50.00 per day for full-time employees for each day of accumulated sick

leave up to a maximum of one hundred twenty-five (125) days. An employee who dies prior to retirement shall have the benefit under this provision paid to his/her estate.

### **Continuing Education**

All full time (25 hour) employees shall be eligible for One Thousand Five Hundred Dollars ( \$1500) per school year to be applied to continuing education, with an annual school year cap of Ten Thousand Dollars ( \$10,000) available for all eligible Bargaining Unit Members. Upon recommendation of the supervisor and approval of the Superintendent or designee, professional licensures or certifications related to job classification may be provided for under this article. All expenditures are to be pre-approved in accordance with guidelines established by the Joint Resolution and Protocols.

#### **8.1 Professional Development.**

Instructional Support Employees and Safety and Security Aides shall work a 192-day work year which shall not start before the teacher year, or end after the teacher work year, inclusive of any student/teacher makeup days necessary to fulfill state requirements. The 192 work year shall also consist of 5 mandatory professional development days, and 5 annual holidays. The professional development days will be mandatory and in the event a Bargaining Unit Member misses a professional development day for any reason, the Bargaining Unit Member will be required to “make up” that missing professional development day prior to the end of the contracted work year. The timing of the professional development days will be determined by the District Administration that will provide sufficient advance notice to Bargaining Unit Members on the dates when the mandatory professional development will take place.

### **Holidays**

**6.2** Full-time eligible employees who work 260/261 days shall be entitled to the following paid holidays, in addition to one (1) one floating date to be determined in conjunction with the Association and the District during the annual calendar creation:

Labor Day	Christmas Day	Presidents’ Day
Thanksgiving Day	Day before New Year’s Day	Good Friday
Day after Thanksgiving	New Year’s Day	Memorial Day
Day before Christmas	Martin Luther King, Jr. Day	Juneteenth
		Independence Day

**6.3** Full-time eligible employees, except Instructional Support Employees and Safety and Security Aides, who work 217 days per year shall be entitled to the following paid holidays:

Labor Day	Christmas Day	Presidents’ Day
Thanksgiving Day	Day before New Year’s Day	Good Friday
Day after Thanksgiving	New Year’s Day	Memorial Day
Day before Christmas	Martin Luther King, Jr. Day	

Full-time eligible Instructional Support Employees and Safety & Security Aides shall be entitled to five (5) paid holidays (Labor Day, Thanksgiving Day, Christmas Day, = New Years Day and Memorial Day).

**6.4** An employee will be entitled to holiday pay only if he/she works the scheduled workday immediately preceding and following the holiday, except in the case of an employee who is scheduled to work but unable to do so due to certified illness, emergency day, or pre-approved scheduled vacation. In the case of certified illness, the employee shall receive holiday pay; and the pay will not be charged against sick leave credits.

**6.5** In the event a holiday occurs during an employee's vacation, the employee shall be given the additional day of vacation with pay or shall receive holiday pay in lieu of such holiday at the discretion of the District. Holiday pay shall be equal to one-fifth (1/5) of the employee's regular weekly pay for those employees working a five (5) day work week. This provision only applies to employees who earn vacation leave.

### **Vacations**

**6.6** Regular full-time employees who work on a 260/261 basis shall be entitled to ten (10) workdays of vacation after such July 1 and prior to June 30 of the following year. In the event that a regular full-time employee is hired after July 1 and before June 2, during their first year of employment, employee will be eligible for a pro rata vacation which shall accrue based at the rate of .8333 per month.

Such employees who complete six (6) or more years of continuous service on or before July 1 of any year, shall be entitled to fifteen (15) workdays of vacation after such July 1 and preceding June 30 of the following year. Such employees who complete twelve (12) or more years of continuous service on or before July 1 of any year, shall be entitled to twenty (20) workdays of vacation after such July 1 and preceding June 30 of the following year.

**6.7** Regular full-time employees who work on a 260/261 calendar shall be automatically permitted to carry-over any unused but accrued vacation days of up to five (5) vacation days in the next fiscal year. There cannot be any accrual of the carry-over days or adjustment of the carry-over days into subsequent fiscal years. They must either be used in the carried-over year or they will be lost.

**6.8** A full time employee who works less than a five day work week shall have vacation days calculated to reflect their actual work week. For example, an employee who works four 10-hour days will receive eight 10 hour vacation days per year for years 1-5.

**6.9** Each employee's available vacation days are posted in the District's electronic leave accounting system.

**6.10** Vacation pay shall consist of one-fifth (1/5) of the employee's regular weekly earnings for each day of vacation for those employees working a five (5) day work week.

**6.11** Employees transferring to 260/261 day full-time jobs from 217 day or 192 day full-time jobs will have vacation time computed by the following formula:

Total number of months' service to District as of July 1 of any year	Divided by 12 months Equals	Total years' service credited for vacation purpose
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**6.12** Only those eligible full-time employees, except Instructional Support Employees and Safety and Security Aides, will be entitled to vacation.

**6.13** All vacation shall be subject to written pre-approval of the appropriate District administrator. Vacation requests shall be requested no less than five (5) work days prior to the requested date allowing rescheduling or substitutes to be acquired and scheduled, except in case of emergency, which shall not be unreasonably denied.

**6.14** There will be a vacation block-out period preventing all eligible employees from taking vacation leave, unless pre-approved, during the week prior to the start of school for students at the District, the first student week of school at the District, and the last five (5) student days of the school year at the District, based on a calendar determined by the District, subject to the written pre-approval requirement herein.

**10.10** Regular full-time employees who work 217 days per year shall be entitled to five (5) workdays of vacation after such July 1 and the prior to June 30 of the following year. In the event that a regular full-time 217-day employee is hired after the first official working day in August and before June 2, during the first year of employment, employee will be eligible for a pro rata vacation which shall accrue based at the rate of 0.4545 per month. Bargaining Unit Members will not be able to carry over any accrued vacation days into the next fiscal year.

**Leaves of Absence Sick Leave**

a. Sick leave shall be on the basis of the days per year, as listed in the table below, cumulative from year to year.

192 day Employee	10 days
217 days Employee	11 days
260/261 day Employee	12 days

This calculation is not retroactive.

b. Sick leave time shall be based on the regularly scheduled hours worked per day. If coverage is required, sick leave shall be taken in half or full day increments, unless prior supervisor permission is obtained.

c. Sick leave is intended to be used only as sick leave and the District shall have the right to require employees to produce evidence, including a doctor's report, to establish the existence of illness. Employees, whose absences are three consecutive days or more, will be required to submit a physician's statement for absence.

d. An employee who is not working as a result of a work-related injury or illness may receive compensation from the District's Workers' Compensation carrier or he/she may utilize

any accumulated sick days. Under no circumstances may the employees use both simultaneously, nor will the employee continue to be paid without using his/her sick days.

- e. For full-time employees, sick leave shall accrue at the rate of 1.00 day worked per month.
- f. For payment of unused sick leave upon retirement, see Section 7.4.

### **Other Leaves**

Regular full-time employees who have completed three (3) months' service shall be eligible for the following:

a. Emergency Leave. A full-time employee may request an emergency leave of absence at any time up to three (3) days per school year, based on unforeseeable circumstances, without reason. Employees must submit their request(s) for absence on the District's Absence Request form prior to the absence or immediately following any unforeseen circumstances. Any emergency days accumulated prior to July 1, 2025 shall be held in a separate bank until said bank is depleted. Beginning July 1, 2025, all new unused emergency days shall be converted into sick days at the end of the school year.

A full-time employee who works less than a five day work week shall have emergency days prorated to reflect their actual work week.

Unused emergency days will be credited toward accumulated sick leave and used after all other available days of paid sick leave have been used. A total of four (4) current and banked emergency days accumulated prior to July 1, 2025 can be used in each school year without reason. Unused emergency days may be carried into the following year's sick leave bank and are eligible to be paid at time of retirement.

b. Deaths: Up to five (5) days at any one time may be permitted in the event of the death of a member of a Bargaining Unit Member's immediate family. "Immediate family" shall mean a spouse, child, step-child, grandchild, parent, step-parent, sister, brother, daughter-in-law, son-in-law, mother-in-law, father-in-law, sister-in-law, or brother-in-law, or near relative who resides in the same household, or any person with whom the Bargaining Unit Member has made his/her home.

Up to three (3) days may also be permitted for a Bargaining Unit Member in the event of the death of a near-relative. A "near-relative" shall mean a grandparent, grandparent-in-law, aunt, aunt-in-law, uncle, uncle-in-law, niece, niece-in-law, nephew, nephew-in-law, first cousin, first cousin-in-law for a three (3) day absence. A Bargaining Unit Member shall be eligible for up to two (2) additional days for a "near relative" if the Bargaining Unit Member has been legally named as the executor or executrix of the estate.

c. Special Cases. Absences for reasons not otherwise provided for in this article shall be subject to review by the Superintendent. At the Superintendent's discretion, such absence may be excused without prejudice; and deduction from pay will be made as warranted. It shall be the responsibility of the employee to explain such absence in advance in writing when possible.

d. Jury Service:

Administrative Staff:

If the member of the Administrative Staff receives a summons for Jury Service, the following steps are to be taken:

1. Request a postponement of the Administrative Staff's Jury Service until the summer months via the response required as part of the summons process. Human Resources will not write a postponement letter.
2. If the Administrative Staff does not receive a postponement, the Administrative Staff member must submit the absence in Frontline/Aesop and attach a copy of the Administrative Staff member's jury summons.
3. If the Administrative Staff member is required to appear for Jury Service during the school year, the Administrative Staff member will be required to follow the "Process After Serving Jury Duty" below.

Non-Teaching Staff:

If a Non-Teaching Staff member receive a summons for jury service and is required to appear for jury service, the Non-Teaching Staff member must submit the absence in Frontline/Aesop and attach a copy of the Non-Teaching Staff member's jury summons. If a Non-Teaching Staff member is required to appear for Jury Service, the Non-Teaching Staff member will be required to follow the "Process After Serving Jury Duty" below.

Following Jury Service, provide the Human Resources Department with:

- A copy of the Bargaining Unit Member's Jury Service Certificate
- A check in the amount equal to the per diem rate paid to the Bargaining Unit Member by the Jury Commission in exchange for your daily rate paid by the district. You are entitled to keep any money received for meal or mileage reimbursement;

OR –

Please sign the back of the check you receive from the Jury Commission, payable to the Wallingford-Swarthmore School District, and forward the signed check to the designated person in the Human Resources Department.

e. Unpaid Medical Leave. Any employee who requires a leave of absence due to his/her temporary medical disability shall notify the Human Resources Department in writing as soon as the necessity for such a leave becomes known, indicating generally the medical condition involved, the attending physician, and the desired beginning date and ending date of the leave. Leaves will normally be granted for the period of disability up to a maximum of one (1) year. Employees on medical leave shall retain their previously earned seniority and will continue to accrue seniority while on approved medical leave but will not be entitled to any wages, or

accrual of vacation or sick leave. Additionally, the District will not be obligated to pay any premiums for insurance benefits for an employee on medical leave except as required under applicable law.

f. Snow Days or Emergency Closure. Bargaining Unit Members shall not suffer a loss of pay for the first two snow/emergency closure days of the school year

g. Flexible Instruction Days. In the event the District applies for and is approved for Flexible Instruction Days, if such a day is used, Bargaining Unit Members shall be provided work for the day. If not work is available the Bargaining Unit Members shall not suffer a loss of pay.

### **Mileage Reimbursement**

Employees required by the District to use their own vehicles on District business during the course of their working day shall be reimbursed at the maximum mileage reimbursement rate recognized by the Internal Revenue Service for business expense deductions.

### **Wages Increases**

**11.2** Effective July 1, 2025, each employee will be paid in accordance to their classification and years of credited service in the classification as set forth on the wage scales in Appendix "A". 192 day and 217 day employees' salary will continue to be spread over 22 and 23 pays respectively and 260/261 day employees will continue to be paid over 26 or 27 pays depending upon the calendar. All salary payments will be made by direct deposit. Paper checks will no longer be issued except for the first paycheck after employment commences. Employees move one step each year based upon service.

**11.3** An employee transferring to a higher paying classification shall be placed at an experience level that will provide the employee with a wage increase. The District may, at its sole discretion, place an employee at a higher step of the wage schedule if reasons for such placement include years of service to the District and/or the skillset of the member in hard to fill positions.

**11.4** For purposes of pay, 192 day employees hired on or before October 1, 217 day employees hire on or before September 1, 260/261 day employees hired on or before August 1 of any year shall be entitled to a pay raise increase effective July 1 of the following year.

**11.5** For purposes of pay, employees not present for one third of the work year, as defined by their classification, on an unpaid, non-FMLA leave shall not be entitled to a step increase effective July 1 of the following year.

**13.6** Longevity pay for years of service will be awarded at the end of each school year, wherein the employee is rated Satisfactory or better in their evaluation, based on the number of years completed.

In order to count as a year of service for longevity pay, in accordance with Paragraph 13.4 of this Contract, 192 day employees must be hired on or before October 1, 217 day employees must be

hired on or before September 1, 260/261 day employees must be hired on or before August of the school year in question.

<u>Years of Service</u>	<u>Longevity Pay</u>
7 to 9	\$1,000.00
10 or more	\$1,200.00

## **Dues Deduction**

### **Dues Deduction**

Payroll deductions of dues for the Association shall be made upon receipt of authorization cards by the Payroll Office of the District. Authorization cards shall be provided by the Association and shall bear the signature of the Bargaining Unit Member. The deductions shall be made in as nearly equal pay period installments as possible, beginning on or about September 15 of each year and ending not later than the last pay of June. On the tenth of each month, subsequent to September in each year of the Agreement, a check (including all the previous month's deductions) shall be sent by the Payroll Office to the Association.

Payroll deducted from the Bargaining Unit Members, for the PSEA, and the NEA shall be made upon receipt of authorization cards by the payroll department of the District. Authorization cards shall be provided by the Bargaining Unit Member and shall bear the signature of the Bargaining Unit Member. The deductions shall commence beginning with the second (2nd) pay in October with dues being deducted equally each pay through the pay prior to the last pay in June. No dues will be taken from pay scheduled to be distributed during the summer. There shall be a second enrollment period (for second semester hires) for which payroll authorization cards must be submitted on or before February 1 of each year. Deductions from the pay of those enrolling as of the February 1 enrollment date shall commence on or about February 15 and be made from all paychecks earned through the pay prior to the last pay in June. Payment of deduction dues shall be forwarded either by mail or direct deposit to a Bargaining Unit account on the same date that the checks from which the dues were withheld are issued to Bargaining Unit Members.

If any legal action is brought against the District as a result of any actions it is requested to perform by the Association pursuant to this Article, the Association agrees to indemnify and hold harmless the District from any and all liabilities, costs or expenses and will further provide for the defense of the District at the Association's expense through counsel selected by the Association and approved by the District, such approval not to be unreasonably withheld. The District agrees to give the Association immediate notice of any such legal action brought against it, and agrees to cooperate fully with the Association in the defense of the case.

All monies deducted by the District will be disbursed to the Association on the same basis as other payroll deductions.

## **Miscellaneous Provisions**

### **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.

### **Separability**

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

### **Complete Agreement Clause**

The parties acknowledge that they have had the opportunity to bargain as to all matters relating to wages, hours, and conditions of work, and that this document constitutes the entire agreement between the parties.

### **Statutory Provisions**

The parties are aware that Section 703 of the Public Employees Relations Act provides as follows:

“The parties to the collective bargaining process shall not effect or implement a provision in a collective bargaining agreement if the implementation of that provision would be in violation of, or inconsistent with, or in conflict with any statute or statutes enacted by the General Assembly of the Commonwealth of Pennsylvania or the provisions of municipal home rule charters.”

### **Employee Assistance Plan**

The District agrees to provide all full-time members of the Association with an Employee Assistance and Work-Life Services Plan.

### **Emergency Shutdown**

Should the District close schools for an emergency (snow, etc.) after the workday has begun and if the Bargaining Unit Member was present and ready for work or delay the opening of schools and if the Bargaining Unit Member reported and was ready for work, then the Bargaining Unit Member will be paid for their entire scheduled workday. This provision does not apply to days when schools are closed.

### **Issue Discussion**

The Administration and the Association agree to meet on a monthly basis to discuss any relevant issues arising out of the implementation of the terms and conditions of employment as outlined in this Agreement. Said meetings will generally take place before or after the workday, but could be held during the workday at the sole discretion of the District.

### **Respect in the Workplace**

The Administration and the Association agree that any criticism by or of an employee or agent of the school district shall normally be made in private and not in the presence of students, parents, or other public gatherings, except when safety is an issue.

### **No Strikes; No Lockouts**

The Association for itself and its members guarantees that there shall be no strikes, stoppage of work, slowdowns, picketing or refusals to perform assignments, or any other interference with or interruptions of the operation of the District, and the District agrees there shall be no lockouts.

### **Grievance Procedures**

**11.6** In the event of a complaint or grievance arising under this Agreement, the following procedure shall be utilized as the exclusive method for handling of such complaint or grievance:

STEP I: The employee or the Association will submit a written grievance within ten (10) working days of the action to his/her immediate supervisor. The supervisor will have ten (10) days to respond.

STEP II: If no satisfactory solution is reached at Step I, the employee or the Association may submit the grievance to the Superintendent or the Superintendent's designee within ten (10) working days of the response of the immediate supervisor, with a copy to the Association. The Superintendent or the Superintendent's designee will have ten (10) working days to respond to the grievance.

STEP III: If no satisfactory solution is reached at Step II, only the Association as the moving party may within fifteen (15) working days of the response of the Superintendent or his/her designee, file a written request for arbitration in accordance with the guidelines of the Pennsylvania Bureau of Mediation.

**11.7** The Association shall have the right to initiate grievances on behalf of employees as long as the employee authorizes the grievance. Grievances that affect more than one employee may be filed by the Association directly to Step II (Superintendent or designee level).

**11.8** All grievances or complaints must specifically state the contract provision alleged to have been violated. A written agreed decision at any step or an arbitrator's decision shall be final and binding on both parties.

**11.9** The time limitations set forth in this procedure are mandatory and may not be waived except in writing. A grievance which is not timely filed at any step of the proceeding will be deemed withdrawn.

**11.10** The fees of the arbitrator shall be shared equally by the District and the Association.

### **Hours of Work and Definition of Full-Time and Part-Time Work**

## **Hours of Work**

**11.11** The normal hours of work for full-time maintenance, custodial employees, and technology employees shall be forty (40) hours per week or as assigned, exclusive of a thirty (30) minute unpaid lunch period daily, as scheduled by the District.

The normal work hours for all other full-time employees shall be seven and one-half (7-1/2) hours per day, thirty-seven and one-half (37-1/2) hours per week, or as assigned, exclusive of a thirty (30) minute unpaid lunch period daily, as scheduled by the District.

**11.12 a.** Full-time maintenance and custodial employees shall be compensated at time and one-half (1-1/2) their regular hourly rate of pay for all hours worked in excess of forty (40) hours in a workweek. A paid holiday which falls during the work week (Monday through Friday), shall also be calculated towards the forty (40) hour week for the purposes of overtime.

b. Full-time employees and Instructional Support employees and Safety and Security Aides, other than maintenance and custodial employees, shall be compensated at time and one-half (1-1/2) their regular hourly rate of pay for all hours worked in excess of thirty-seven and one-half (37-1/2) hours in a workweek. A paid holiday which falls during the work week (Monday through Friday), shall also be calculated towards the thirty seven and one-half (37-1/2) hour week for the purposes of overtime.

**11.13** Except where expressly provided for in this Agreement, such as for accrued sick, holiday or vacation time, no employee will be paid for any hours not actually worked by the employee.

### **Approval for Overtime:**

Employees shall receive prior written or verbal approval of the member's immediate supervisor for any overtime or compensatory time worked. In circumstances where an event may exceed the pre-approved working time, the employee shall contact their immediate supervisor for approval. If, in that situation, the supervisor is not available, the member shall leave a phone message with that supervisor and then remain on the job until the conclusion of the event.

### **Definition of Full-Time Work, Part-Time Work,**

#### **Full-Time Employee.**

a. A full-time eligible employee for the purposes of healthcare benefits (which shall include dental benefits and prescription benefits) is defined as employees who regularly work thirty (30) or more hours per week and are scheduled to work one hundred eighty (180) or more days per contract year. Full time eligible employees for the purposes of non-healthcare benefits are defined as those employees who regularly work twenty-five (25) or more hours per week and are scheduled to work one hundred eighty (180) or more days per contract year.

b. An employee who is scheduled to work thirty (30) hours per week, but is hired after the start of the school year, would be considered a full-time eligible employee for the purposes of healthcare benefits even if the individual does not work one hundred eighty (180) or more days

per contract year, if the individual would have otherwise been scheduled to work one hundred eighty (180) or more days per contract year if the individual started work at the beginning at the school year.

### **Part-Time Employee.**

A part-time eligible employee for the purposes of healthcare benefits would be employees who are regularly scheduled for hours of work less than thirty (30) hours per week, but work a regularly scheduled fifteen (15) or more hours per week and/or are on an annual basis regularly scheduled to work less than one hundred eighty (180) days per school year, but on an annual basis regularly scheduled to work more than one hundred (100) days of work per school year. Part-time eligible employees for the purposes of benefits other than healthcare benefits are those employees regularly scheduled for hours of work less than twenty-five (25) hours per week but regularly scheduled fifteen (15) or more hours per week and/or are regularly scheduled to work on an annual basis less than one hundred eighty (180) days per school year, but regularly scheduled to work on an annual basis more than one hundred (100) days of work per school year.

### **Part-Time Ineligible Employees.**

A “part-time ineligible employee” for the purposes of healthcare benefits are those part-time employees who do not meet the qualifications of a part-time eligible employee as defined above. Part-time ineligible employees for the purposes of benefits other than healthcare benefits are those part-time employees who do not meet the qualifications of part-time eligible employees as set forth above.

### **Safety Clothing and Equipment**

**11.14** The District shall provide any device, apparel, equipment, or supplies necessary to protect employees from injury. When the District requires that special tools, equipment, or supplies are necessary for accomplishing work assignments, the District will be responsible for supplying the same.

**11.15** The District will reimburse any maintenance, custodial, or messenger up to \$120.00 one-time per school year toward the purchase of safety shoes. Such employees shall be required as part of their job functions to wear safety shoes. Employees who are required as part of their job to wear safety protective equipment or safety shoes, including but not limited to custodians and maintenance employees, will be obligated to wear such safety protective equipment and safety shoes.

### **Subcontracting**

It is recognized that contracting out of work at times may be essential to the continued, safe and efficient service of an operation of the District under the following conditions:

The District’s right to subcontract bargaining Unit work shall be limited so that such subcontracting shall not cause a layoff, a reduction in force or a demotion of any incumbent bargaining unit member.

Revenue Service requirements for the plan year in question. Contribution limits will adjust in accordance with contribution limits set by the IRS for the 403(b) Plan.

**Article 22: Term of Agreement**

This Agreement shall be in effect from July 1, 2025 through June 30, 2030, and thereafter from year to year unless either party gives to the other written notice at least sixty (60) days prior to the expiration date in 2030, or any expiration date in any year thereafter, of its intention to terminate the Agreement.

In witness whereof, this Agreement has been executed by the parties hereto, as of the 24th day of March, 2025.

WALLINGFORD-SWARTHMORE EDUCATIONAL  
SUPPORT PERSONNEL ASSOCIATION  
(PSEA/NEA)

  
\_\_\_\_\_  
Paul Sharrah, President, WSESPA

  
\_\_\_\_\_  
Sierra Bonaskiewich, Vice-President, WSESPA

WALLINGFORD-SWARTHMORE  
SCHOOL DISTRICT

  
\_\_\_\_\_  
Kevin Henry, Board President

## Exhibit A Wallingford ESPA Wage 2025-2030

Executive Admin Assistants 7.5 Hours 260/261 Days						Instructional Support 7.5 hours 192 Days					
Step	25/26	26/27	27/28	28/29	29/30	Step	25/26	26/27	27/28	28/29	29/30
1	\$28.09	\$28.52	\$28.93	\$29.41	\$29.86	1	\$20.29	\$20.72	\$21.13	\$21.61	\$22.06
2	\$28.69	\$29.12	\$29.53	\$30.01	\$30.46	2	\$20.69	\$21.12	\$21.53	\$22.01	\$22.46
3	\$29.29	\$29.72	\$30.13	\$30.61	\$31.06	3	\$21.09	\$21.52	\$21.93	\$22.41	\$22.86
4	\$29.89	\$30.32	\$30.73	\$31.21	\$31.66	4	\$21.49	\$21.92	\$22.33	\$22.81	\$23.26
5	\$30.49	\$30.92	\$31.33	\$31.81	\$32.26	5	\$21.89	\$22.32	\$22.73	\$23.21	\$23.66
6	\$31.09	\$31.52	\$31.93	\$32.41	\$32.86	6	\$22.29	\$22.72	\$23.13	\$23.61	\$24.06
7	\$31.69	\$32.12	\$32.53	\$33.01	\$33.46	7	\$23.78	\$24.21	\$24.62	\$25.10	\$25.55

Admin Assistants 7.5 hours 260/261 or 217 Days						Custodial Grounds 8 Hours 260/261 Days					
Step	25/26	26/27	27/28	28/29	29/30	Step	25/26	26/27	27/28	28/29	29/30
1	\$22.12	\$22.55	\$22.96	\$23.44	\$23.89	1	\$22.83	\$23.26	\$23.67	\$24.15	\$24.60
2	\$22.87	\$23.30	\$23.71	\$24.19	\$24.64	2	\$23.33	\$23.76	\$24.17	\$24.65	\$25.10
3	\$23.62	\$24.05	\$24.46	\$24.94	\$25.39	3	\$23.83	\$24.26	\$24.67	\$25.15	\$25.60
4	\$24.37	\$24.80	\$25.21	\$25.69	\$26.14	4	\$24.33	\$24.76	\$25.17	\$25.65	\$26.10
5	\$25.12	\$25.55	\$25.96	\$26.44	\$26.89	5	\$24.83	\$25.26	\$25.67	\$26.15	\$26.60
6	\$25.87	\$26.30	\$26.71	\$27.19	\$27.64	6	\$25.33	\$25.76	\$26.17	\$26.65	\$27.10
7	\$26.62	\$27.05	\$27.46	\$27.94	\$28.39	7	\$26.08	\$26.51	\$26.92	\$27.40	\$27.85

Maintenance 8 Hours 260/261 Days						Technology Support 8 Hours 260/261 Days					
Step	25/26	26/27	27/28	28/29	29/30	Step	25/26	26/27	27/28	28/29	29/30
1	\$28.50	\$28.93	\$29.34	\$29.82	\$30.27	1	\$25.43	\$25.86	\$26.27	\$26.75	\$27.20
2	\$29.00	\$29.43	\$29.84	\$30.32	\$30.77	2	\$25.93	\$26.36	\$26.77	\$27.25	\$27.70
3	\$29.50	\$29.93	\$30.34	\$30.82	\$31.27	3	\$26.43	\$26.86	\$27.27	\$27.75	\$28.20
4	\$30.00	\$30.43	\$30.84	\$31.32	\$31.77	4	\$26.93	\$27.36	\$27.77	\$28.25	\$28.70
Lead Groundskeeper	\$30.50	\$30.93	\$31.34	\$31.82	\$32.27	Lead Tech	\$32.97	\$33.40	\$33.81	\$34.29	\$34.74
HVAC	\$34.15	\$34.58	\$34.99	\$35.47	\$35.92						

Financial Clerk I 7.5 Hours 260/261 Days					
Step	25/26	26/27	27/28	28/29	29/30
1	\$34.12	\$34.55	\$34.96	\$35.44	\$35.89
2	\$34.62	\$35.05	\$35.46	\$35.94	\$36.39
3	\$35.12	\$35.55	\$35.96	\$36.44	\$36.89

Dispatcher 7.5 Hours 260/261 Days					
Step	25/26	26/27	27/28	28/29	29/30
1	\$28.58	\$29.01	\$29.42	\$29.90	\$30.35
2	\$29.08	\$29.51	\$29.92	\$30.40	\$30.85
3	\$29.58	\$30.01	\$30.42	\$30.90	\$31.35
4	\$30.08	\$30.51	\$30.92	\$31.40	\$31.85
5	\$30.58	\$31.01	\$31.42	\$31.90	\$32.35

Financial Clerk II 7.5 hours 260/261 Days					
Step	25/26	26/27	27/28	28/29	29/30
1	\$28.76	\$29.19	\$29.60	\$30.08	\$30.53
2	\$31.08	\$31.51	\$31.92	\$32.40	\$32.85
3	\$31.92	\$32.35	\$32.76	\$33.24	\$33.69

Safety and Security Aides 7.5 Hours 192 Days					
Step	25/26	26/27	27/28	28/29	29/30
1	\$21.47	\$21.90	\$22.31	\$22.79	\$23.24

**Appendix B: Joint Resolution, Ethical Standards and Practices  
Related to the Wallingford-Swarthmore Educational Support Personnel  
Association, PSEA/NEA**

The Wallingford-Swarthmore Board of School Directors (“the Board”) and its Support Staff represented by the Wallingford-Swarthmore Educational Support Personnel Association, PSEA/NEA (“the WSESPA”) hereby jointly resolve as follows:

**I. PREAMBLE**

A. The Board recognizes that the Support Staffs concerns about work-related issues and work assignments, safety in the workplace, and training related to work assignments and overtime are genuine.

B. The WSESPA recognizes that the ultimate responsibility for the selection and direction of the Support Staff rests with the Board.

C. Both parties recognize that work-related issues as delineated in this document are directly related to the effective, efficient utilization of Support Staff, the ethical treatment of those staff members and the overall delivery of support services to the staff and students of the Wallingford Swarthmore School District.

D. This document is a statement of commitment between the Wallingford-Swarthmore School District and the Wallingford-Swarthmore Educational Support Personnel Association. It is not to be considered part of the Collective Bargaining Agreement between the Wallingford-Swarthmore School District and the Wallingford-Swarthmore Educational Support Personnel Association, PSEA/NEA, and violation of the standards or practices delineated in this Resolution shall not be subject to the grievance procedure contained in the Collective Bargaining Agreement.

**II. THE COMMISSION**

A. The purpose of the Commission shall be (1) to monitor observance of the standards and practices set forth in Exhibit “A” to this Resolution; (2) to assess the program, and other education and budgetary consequences of recommendations which may be made by the administration and/or the WSESPA for changes in these standards and practices; and (3) to identify and consider other Support Staff work-related issues as well as safety, training and overtime concerns that may arise.

B. The Commission shall consist of eight (8) members: four (4) members shall be appointed by the WSESPA and four (4) members shall be appointed by the Board. At least two (2) of the appointees shall be Board members. The Superintendent or Designee and a WSESPA-selected individual shall serve as co chairpersons.

C. Either of the co-chairpersons may call for a meeting of the Commission at any time she/he believes that the standards and practices as recommended are not being honored or that there are other matters described in Sections 1-C and/or II-A herein which the Commission ought to consider.

Meetings shall be scheduled within a reasonable time after a call and shall be convened at a date and time to be agreed upon by the co-chairpersons.

### III. STANDARDS AND PRACTICES

The ethical standards and practices set forth in Exhibit "A" to this Resolution shall remain in effect unless and until amended or rescinded by a majority vote of the Commission.

### IV. ENFORCEMENT

A. Enforcement of the standards and practices shall be by means of consultation with the supervisor involved and the superintendent, if necessary, and thereafter by appeal to the Commission. In such appeals, the Commission may reverse or otherwise modify the disputed course of action or disposition of a complaint by majority vote. In the event that a resolution cannot be accomplished by the Commission, the issue shall be submitted to a hearing before the School Board.

B. Except in an emergency, it is the intention of the Board to abide by the ethical standards and practices delineated herein.

### V. RESERVATION OF RIGHTS

A. It is understood that in joining in this Resolution, the Board does not surrender or abrogate the power, duties and responsibilities vested in it by law to operate the School District. The Board does, however, unanimously pledge its good will and good faith toward the success of this process in resolving work-related issues and concerns in a manner that will benefit the pupils of the School District while achieving a fair, ethical, and equitable workplace environment for the Support Staff.

B. It is understood that in joining in this Resolution, the WSESPA does not surrender or waive any right that may inure to it through the Collective Bargaining Agreement. The Association does, however, pledge its good will and good faith toward the success of this process in resolving non-contractual work-related issues and concerns in a manner that will benefit the pupils of the School District while achieving a fair, ethical and equitable workplace environment for Support Staff.

This Resolution is adopted by the parties in conjunction with and contingent upon the ratification of the parties' Collective Bargaining Agreement, to become effective on the 24th day of March, 2025.

WALLINGFORD-SWARTHMORE EDUCATIONAL  
SUPPORT PERSONNEL ASSOCIATION  
(PSEA/NEA)

  
\_\_\_\_\_  
Paul Sharrah, President, WSESPA

  
\_\_\_\_\_  
Sierra Bonaskiewich, Vice-President, WSESPA

WALLINGFORD-SWARTHMORE  
SCHOOL DISTRICT

  
\_\_\_\_\_  
Kevin Henry, Board President

**Exhibit “A” Standards and Practices**

CONTINUING EDUCATION AND TRAINING: REQUIREMENTS FOR APPROVAL

A. In reviewing and approving requests made by Bargaining Unit Members for continuing education through coursework and training provided by institutions other than the School District, the Superintendent or Designee shall have sole discretion to approve or deny any such request but shall consider and base his/her decision on the following guidelines:

1. Coursework and/or training programs that relate directly to the requesting employee’s current job duties or that relate directly to job duties that could be assigned to her/him by virtue of the position occupied;
2. Coursework and/or training programs that require the payment of lab and other fees may have said fees reimbursed so long as the total paid to the employee does not exceed the contractually mandated individual and/or gross limit; and
3. All other conditions and limitation listed in the Collective Bargaining Agreement shall be maintained. The Superintendent or Designee shall not arbitrarily deny an employee’s request for continuing education and/or training related to current job duties and responsibilities and within contractual limits.

B. On the Job Training

1. Employees who volunteer to be cross-trained and employees whose position requires that they work with special education students shall be provided with on-the job training.
2. A training plan or program shall be developed by the appropriate administrator(s), in consultation with WSESPA, and may piggy-back on teacher in-service days, Act 80 days or regular work days. This training shall also occur on days when in-service takes place for part of the day, such as late start or early dismissal of students. The training plan shall expose employees to educational theories used in the training and education of students, as well as practical training in the handling of a variety of student behaviors, including the handling of active and/or violent students.
3. A component of the training plan will cover safety-related issues, self-protection and the protection of other students.

## COMPENSATORY TIME PROCEDURES

A. Compensatory time shall be provided to full-time eligible employees in accordance with the requirements of the Fair Labor Standards Act. Pre-approval is required in order for an employee to earn compensatory time. Employees may receive one and one-half hours of compensatory time for each hour worked over 40 per week or the hours established in the Collective Bargaining Agreement for overtime eligibility for the eligible employee, whichever number is lower. Employees may accrue up to 84 overtime hours worked, which can be converted to 126 compensatory hours per school year; additional time above 84 hours must be paid. Employees will be permitted to use comp time within sixty (60) days after comp time is earned and no more than one half (1/2) or one (1) full day increment, so long as using it does not “unduly disrupt” the operations of the District. All accumulated but unused compensatory time shall be paid out upon termination of employment.

## OVERTIME DISTRIBUTION PROCEDURES

A. The District shall make a reasonable effort to equalize overtime work among full-time qualified bargaining unit members during each six (6) month period in each fiscal year. Each six (6) month period begins on July 1 or January 1.

B. Except in the case of an emergency, the District shall post an Overtime Volunteer List outside the Supervisor’s office one (1) week prior to the start of an Overtime Period. Employees wanting to work overtime during that period shall sign their names, job titles and seniority dates and shall provide a telephone number whereby the Supervisor may reach them. No signups will be permitted after the close of the week. Dates of posting shall be clearly marked on the posted notice. A copy of each list shall be shared with the Association President.

1. No employees other than those who sign up for overtime shall be offered overtime, except in cases of emergency.
2. In the event that an overtime opportunity arises, the Supervisor shall telephone the most senior qualified employee on the list and offer him/her the work. If the work is accepted, the supervisor shall record that fact. The Supervisor shall offer the next overtime opportunity to the next most senior qualified employee, and so on, in rotation, until the list is exhausted and the Supervisor moves back to the top of the list.
3. The supervisor shall maintain a list of the overtime opportunities accepted and/or rejected and the number of hours allotted or actually worked for each such job and the nature of the work assigned.

4. The supervisor shall determine the qualifications for overtime work in accordance with the qualifications of the affected employee and the requirements of the work to be performed. Work regularly assigned to a particular bargaining unit member that requires a certain licensure or certification shall be offered to said member first. Work of a general nature shall be offered in accordance with the Overtime Volunteer List.
  5. The Supervisor shall endeavor to equitably distribute the number of hours of overtime during the six (6) month period.
- C. One week prior to the conclusion of the six (6) month period, the process shall start anew.
- D. Record Keeping and Monitoring.
1. Copies of all records made in accordance with this procedure shall be available to the Association upon request.
  2. The Commission shall meet following two (2) consecutive completed six (6) month periods, or earlier if a meeting is called, to make any needed adjustments to this procedure.

#### PROGRESSIVE DISCIPLINE

- A. Without waiving any rights that an employee or the Association has under provisions of the Collective Bargaining Agreement, including the right to be disciplined for just cause, the parties agree to a system of progressive discipline whose purpose is to ensure fair treatment with the effort being to correct improper behavior/performance;
- B. Consistent with District Policy no. 317, the steps in the progressive disciplinary system shall be as follows:
1. Verbal Warning: Conference/discussion held with supervisor (Supervisor should make notes of date and discussion points).
  2. Written Warning: It is difficult to know the appropriate number of written warnings, though it seems safe to assume that three would warrant further disciplinary action on the next infraction. Fewer than three would, of course, be acceptable based on the severity of the infraction and/or the supervisor's judgment and documentation. A copy of each written warning should be sent to the Human Resources Department for placement in the Employee's Personnel File. If, in fact, further disciplinary action is required, a complete, documented file is then available. The copy given to the employee should note that the written document will become part of the employee's personnel file.
  3. Suspension/Termination: Before a decision to suspend or terminate, a hearing will be held. The following individuals should be present at the

hearing: Employee, employee's immediate supervisor, department head, the Supervisor of Human Resources and a representative of the employee's bargaining unit. The purpose of the hearing will be to review the employee's entire record and reasons for consideration of suspension or termination. If the scope and severity of the violation warrant immediate response, the supervisor may suspend with or without pay.

4. Termination: When a decision is made for termination, the employee will receive a Statement of Charges, in accordance with Section 514 of the Pennsylvania Public School Code and/or the Collective Bargaining Agreement. The Charges will inform the employee of his/her right to a hearing before the Board of School Directors or a remedy under the Collective Bargaining Agreement. Following that hearing or the waiving of it, the Board will be asked to act for dismissal.

C. The principles of progressive discipline should be followed where applicable. Serious infractions, determined by the District Administration, may result in suspension or discharge without prior discipline or without following the progressive discipline procedure.

## HEALTH AND SAFETY

A. The District shall make reasonable efforts to ensure that employees work in a safe and healthful environment. The Association shall make every effort to ensure that employees adhere to safety rules promulgated to protect employees from preventable accident and injury. The parties recognize that certain work is more dangerous than some other work and that "safe and healthful" must be viewed relative to the type of work being performed.

B. The Commission shall empower a joint labor-management safety committee whose task it will be to review accidents, encourage safe practices, recommend precautions, and develop a safety training program dealing with hazards inherent in the various job classifications represented by WSESPA.

1. The number of Committee members will be equally representative of WSESPA and the District supervisory staff, unless the District establishes and implements a District-wide health and safety committee.
2. The Committee shall review health and safety problems reported by support staff members in order to resolve them as expeditiously as possible.
3. The Committee shall meet regularly but may meet whenever a need is determined to address urgent safety concerns.
4. The District reserves the right to establish a District-wide health and safety committee. If this occurs, the WSESPA joint labor-management safety committee shall be considered to be a subcommittee of the District-wide

health and safety committee, and the WSESPA joint labor-management safety subcommittee will have the right to send a representative to the District-wide health and safety committee. The WSESPA joint labor-management safety subcommittee shall focus exclusively on WSESPA safety issues in an effort to expedite the resolution of health and safety concerns for the Bargaining Unit. Notwithstanding the foregoing, the WSESPA joint labor-management safety committee shall not duplicate the work of the District-wide health and safety committee, and its actions should be consistent with the overall procedures and intent of the District-wide health and safety committee.

## EMPLOYEE HANDBOOK AND INTERNAL COMMUNICATIONS

A. Communications between WSESPA, its members, and the School Board is of paramount importance in ensuring that the provisions of Section 1-C of the Joint Resolution are properly carried out.

B. The Commission shall discuss the viability of developing an Employee Handbook. Such a resource would contain such provisions as:

1. Safety rules
2. Administrative procedures (e.g., call-off procedures, leave request procedures, etc.).
3. Forms required to provide information related to administrative procedures.
4. Emergency information (bomb threat procedures, fire drill procedures, etc.).
5. Other issues that may come forward from time to time that are not addressed in the Collective Bargaining Agreement.