

AGREEMENT
BETWEEN
BURLINGTON BOARD OF SCHOOL COMMISSIONERS
AND
PROPERTY SERVICES EMPLOYEES
OF THE
BURLINGTON SCHOOL DISTRICT

Represented by Local 1343

AFSCME
(AFL-CIO)

July 1, 2000- June 30, 2007

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AGREEMENT

This AGREEMENT, entered into as of this first day of July 2002 by and between the Burlington Board of School Commissioners, Burlington, Vermont (hereinafter the Board) and the Property Services Employees of the Burlington School District represented by the American Federation of State, County and Municipal Employees, AFL-CIO and its affiliated Local 1343 (hereinafter the Union).

ARTICLE I
GENERAL PROVISIONS

Section 101 - Recognition

The Board hereby recognizes the Union as the sole and exclusive representative of its employees (as defined below) for the purpose of collective bargaining with respect to rates of pay, hours of employment, and other conditions of employment, in accordance with laws of the State of Vermont (T.21 V.S.A., Chapter 20) respecting labor relations for public employees.

Section 102 - Rights to Join Union & Obligation to Represent

Neither the Board nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit.

Section 103 - Definitions

- (a) The term "employees" as used in this Agreement shall mean all permanent Property Service Employees of the Burlington School District.
- (b) The term "days" when used in this Agreement shall mean work days Monday through Friday exclusive of holiday, unless otherwise indicated.
- (c) The term "Board," "District", or "Department" shall mean the Burlington School District acting by and through its duly authorized administrators.

Section 104 - Negotiations Procedures

- A. The Board and the Union agree to meet not later than January 15, 2007 for the purpose of negotiations, in a good faith effort to reach agreement for the year beginning July 1, 2007 on any proposals submitted with respect to Negotiable Subjects if either party gives written notice to the other of desire to modify this Agreement by registering or certified mail on or before November 30, 2006. The Board and the Union agree to meet for the purpose of negotiations in a good faith effort to reach agreement for the year beginning July 1, 2007 on any proposal submitted with respect to rates of pay and only such other matters as this Agreement specifically indicates shall be subject to renegotiation.

- B. Should either party give proper notice pursuant to Section 104(A) that it wishes to modify this Agreement, such party agrees to submit its specific written proposals on all items open for negotiation on or before December 14, 2001 or its anniversary. Written response to all such specific proposals submitted shall be made at the first mutually agreed negotiations session.
- C. If upon passage of at least sixty (60) days from the commencement of negotiations, the Board and the Union, though both bargaining in good faith, are unable to reach agreement on the matter open for negotiations, either party may invoke the impasse procedure available under the provisions of T.21 V.S.A., Chapter 20.
- D. It is the stated policy of both the Board and the Union to conclude negotiations if at all possible through good faith bargaining within sixty (60) days from the date of commencement.
- E. All written notices to the Board or Union referred to above will be deemed to have been properly given if delivered to the Superintendent of Schools and/or the President of the Local Union, respectively, by certified mail return receipt requested.

Section 105 - Responsibilities of the Parties

- A. This Agreement is intended to set forth rates of pay, hours of work, and other mutually agreed upon conditions of employment so as to promote orderly and peaceful relations with the Board personnel, and to achieve the highest level of performance consistent with safety, good health, and employee effort, and promote the general welfare of the Burlington School District and its employees.
- B. An action by the Board or its administration affecting wages, hours, or other mutually agreed upon conditions of employment in accordance with the negotiated agreement, shall be subject to the right of the Union to represent the employee(s) and to the grievance and arbitration procedures of this Agreement on the issue of whether the Agreement has been violated by the Board.
- C. An employee shall have the right to have a Union representative present with him/her at any meeting with the Board or its administrative staff at which a written reprimand is to be given to the employee or which could result in demotion, suspension or discharge. The preceding sentence shall not be read so as to prohibit the right of an employee's immediate supervisor to order him/her to leave the job site for an alleged infraction pending review thereof.

Section 106 - Notice Under Agreement

Whenever written notice to the Board is provided for in this Agreement such notice shall be addressed to the Office of the Superintendent, Superintendent of Schools, Ira Allen Building, 150 Colchester Avenue, Burlington, Vermont 05401. Said notice may also be hand delivered to the Superintendent of Schools/receipt required.

Whenever written notice to the American Federation of State, County, and Municipal Employees, A.F.L.- C.I.O. Local 1343, is provided for in this Agreement, such notice shall be addressed to Vermont AFSCME Council 93, 734G U.S. Route 4E, Rutland, VT. 05701, or hand delivered to the shop steward responsible for handling the grievance/receipt required.

Either party by written notice may change the address at which future written notices to it shall be given.

Communications regarding "Negotiating Procedure" are governed by Section 104.

Section 107 - No Strike No Lockout

The Board and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of work. The Union agrees, therefore, that there shall be no strikes, work stoppages or other concerted refusals to perform work by the employees covered by this Agreement, nor any instigation thereof during the term of this agreement.

Any disciplinary measures taken by the Board against employees who violate this Article shall not be reviewable through the grievance procedure, except on the basis that the employee did not in fact violate this Article.

In the event of any violation of paragraph one of this Section, there shall be no financial liability on the part of the Signatory International Union, Local and/or the officers thereof, provided that the Signatory International and Local Union involved promptly, after notice of the beginning of such action shall (1) publicly and privately declare such action to be a violation of this Agreement and promptly order their members to return to work, and (2) take other prompt and vigorous steps to end the strike, work stoppage or other concerted efforts by the employees.

Section 108 - Savings Clause

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

Section 109 - Non-Discrimination

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, sexual orientation, or political affiliation. The Union shall share equally with the employer the responsibility for applying this provision of the Agreement.

All reference to employees in this Agreement designate both sexes, and whenever the male gender is used it shall be construed to include male and female employees.

The employer agrees there shall be no discrimination and further agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion because of Union membership or because of any employee activity in an official capacity on behalf of the Union.

Section 110 - Duration of Agreement

This Agreement shall be effective as of the 1st day of July 2002 and shall remain in full force and effect until the 30th day of June 2007. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, as set forth in Section 104, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin as set forth in Section 104 and this Agreement shall remain in full force and be effective during the period of negotiations and until the new Agreement is signed by the parties.

Section 111 - Final Resolution

This agreement represents the final resolution of all matters in dispute between the parties, and shall not be changed or altered unless the change or alteration has been agreed to in writing by the parties hereto.

ARTICLE 2
UNION RIGHTS

Section 201 - Notice of New Employees

The Central Office shall provide to the Union Treasurer, within five (5) days of completion of the probation period, the name date of hire, job title and department of a new employee in a bargaining unit position.

Section 202 - Union Service Charge

All employees covered by this Agreement who fail voluntarily to acquire or maintain membership in the Union shall be required as a condition of employment, beginning on the 91st day following the beginning of such employment, to pay to the Union a service charge in an amount not to exceed the Union's regular dues as a contribution toward the negotiation and administration of this Agreement and the representation of such employees. The Board shall automatically deduct this amount from the employee's pay commencing on the second pay day following completion of the probationary period. The Union agrees to indemnify the Board and hold same harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Board for the purpose of complying with the provisions of this Article.

Section 203 - Use of Bulletin Boards

Announcements shall be posted in conspicuous places where employees leave or enter the premises. Parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that denunciatory or inflammatory written material shall not be posted. Provided that adequate space is available, each department covered by this Agreement shall allow the Union to place a Union bulletin board on such space. The Union will construct and maintain the Union bulletin board at its own expense. All materials pertinent to their Union may be placed thereon, it being understood that denunciatory or inflammatory written materials shall not be posted.

Section 204 - Union Meetings

Employees working on the second shift shall be allowed to attend Union meetings (1 per month) without loss of pay up to two (2) hours. Consideration must be given to needs of the school to which they are assigned and the activities. If there are scheduled activities at the time of the meeting, the school must be kept open and manned by the custodian assigned to it or a substitute custodian.

Section 205 - Union Access to Premises

Representatives of the Union shall, upon prior request, be admitted to the premises during working hours provided that such visits are not abused and do not interfere with the performance of duties assigned to the employees. The International Union representative shall likewise have access to the premises upon the above conditions provided that the Board is given written notice as to the name of such International representative and is further notified with respect to any change in the individual serving in such category.

ARTICLE 3
MANAGEMENT RIGHTS

Section 301 - Management Rights

Except as otherwise specifically provided in this Agreement, or otherwise specifically agreed to in writing between the parties, the operation of the Board departments and the direction of the working force, including the right to plan, assign work to employees; to determine the means, methods, processes, materials and equipment; to maintain the efficiency of the departments and their materials and equipment; to maintain the efficiency of the departments and their employees; to determine the manning of jobs; to create, revise and eliminate jobs, formulate or promulgate ordinance or other regulations incidental to the management of the Board affecting the public health, safety, and welfare; to hire and terminate; to maintain order, to evaluate, and to suspend, demote, discipline, and discharge employees for just cause are rights solely of the Board.

Section 302 - Notice of Union Representatives

A list of Union Stewards or other representatives shall be furnished to the Board and the Director of Property Services immediately after their designation, and the Union shall notify the Board of any changes.

ARTICLE 4
WORKING CONDITIONS

Section 401 - Hours of Work

- A. It is recognized that employees daily and weekly schedules and work assignments are based on District operating requirements and subject to change. The Board necessarily retains the right to schedule straight time and overtime hours and number of shifts and shift assignments, and that it is the obligation of the employees to work as scheduled. Work schedules showing employee's shifts, work days and hours shall be posted on appropriate bulletin boards and will be available at all times from immediate supervisors. Work schedules shall not be changed without reasonable cause and unless four (4) days prior notice is given the individual, except for emergency conditions. Any non-emergency changes in work schedules without prior notice to the individual shall be regarded as made without reasonable cause. Employees assigned to a Utility position 1st shift may be required to work 2nd shift with 24 hour notice. Those assigned to work the 2nd shift may be required to work the 3rd shift with 24 hour notice. This requirement shall be made only to replace custodians who are absent in excess of one day.

- B. The Board reserves the right to alter the starting time of work schedules.

Section 402 - Work Day, Work Shift

- A. Work day - Eight (8) consecutive hours of work, excluding lunch periods, within a twenty-four (24) hour period shall constitute the regular workday. The twenty-four (24) hours period shall commence at 12:01 a.m. and end at midnight.

- B. Eight (8) consecutive hours shall constitute a work shift, and all employees shall be scheduled to work a regular work shift. Each work shift shall have a regular starting and quitting time, unless an employee gives his/her prior written consent otherwise.

Section 403 - Work Week

- A. The work week will consist of five (5) consecutive days beginning at the start of the work day on Monday and ending at the close of the work day on Friday except for those working a third shift which may begin no earlier than 10:30 p.m. Sunday. Notwithstanding the previous sentence, an employee may agree with the Board to work a work week consisting of five (5) consecutive days which includes Saturday and/or Sunday.

- B. An employee shall not be scheduled to work more than one (1) work shift in any twenty-four (24) hour period and shall not be scheduled to work two (2) consecutive shifts in a forty-eight (48) hour period except in case of emergency.

Section 404 - Meals, Rest Periods and Clean Up Time

- A. Reasonable practices covering meal periods will remain in effect, provided that employees required to remain on the job site during the scheduled lunch period be paid for such lunch period.
- B. All employees work schedules shall provide for a 15 minute rest period during each one-half (2) shift. The rest period shall be scheduled at the middle of each one-half (2) shift whenever this is feasible. Coffee, where not provided at a job site, will otherwise be made available.
- C. Employees shall be granted a ten (10) minute personal clean-up period prior to the end of each one-half (2) work day. Adequate facilities for this purpose shall be made available by the Board.

Section 405 - Uniforms and Safety Equipment

- A. Five (5) sets of work uniforms will be furnished by the Board yearly for all PERMANENT Property Services personnel. The Union will assist in making sure that uniforms will be worn by all personnel while on duty. The Board will see to it that foul weather gear (rain hats, rain coats, rain pants, and work gloves) in sufficient quantities are maintained at a central location for use by the employees on an as needed basis.
- B. The School District will pay seventy-five dollars (\$75.00) per fiscal year toward the purchase of safety shoes. If one does not buy safety shoes during any one fiscal year the employee may carry their seventy-five dollars (\$75) forward into the following year. Money not expended by the employee for this purpose during the second year shall revert to the District. When the school district contributes toward the purchase of safety shoes the district will require that the shoes be worn during work hours. If an employee continually refuses to wear the shoes purchased the District may refuse to contribute to the purchase of additional safety shoes in the subsequent year. To receive reimbursement for shoes the employee must bring the shoes, along with proof of purchase of the shoe to the office of the Director of Property Services.
- C. The School District will establish a fund of \$200 per employee for the purchase of OSHA/VOSHA approved safety glasses required for the job. The union shall determine the vendor for said expenditure. Eye examinations are at the employee's expense.
- D. Employees will exercise proper care and treatment of eyeglasses. Employees who damage their eyeglasses provided by the District, in the proper and safe exercise of their job, will be entitled to a replacement.

- E. Special items such as photography lens, cases, or other charges will not be paid for by the school district. The school district will not contribute toward the purchase of more than one pair of safety glasses per fiscal year. To be reimbursed an employee must bring the purchased glasses, a copy of the prescription for the glasses, and a copy of the receipt of payment to the Office of the Director of Property Services.
- F. The school district may require that all employees wear safety glasses or goggles during work hours. Employees who do not wear prescription glasses will be provided with safety eye protection. The district will not be obligated to replace broken or lost glasses.
- G. The School District will pay fifty-five (55.00) dollars per fiscal year toward the purchase of either a spring/fall or winter coat. If one does not buy either a spring/fall or winter coat during any one fiscal year the employee may carry their fifty-five dollars (\$55.00) forward into the following year. Money not expended by the employee for this purpose during the second year shall revert to the District. When the school district contributes toward the purchase of either a spring/fall or winter coat, the district will require that the coat be worn during work hours. The total of said expenditures for work coats will not exceed one hundred ten dollars (\$110.00) during any two year period. If an employee refuses to wear the coat purchased by the District, the District may refuse to contribute to the purchase of an additional spring/fall or winter coat in the subsequent year. A representative of the Union shall assist in the development of specifications for bid. The District shall order all coats.

Proper care and use of these jackets shall be the responsibility of the employee. Work coats damaged or ruined in the normal of performance of ones job shall be replaced upon appropriate proof of damage/ruin when accompanied with a written explanation of causal factors. To receive a replacement coat the employee must bring the old coat to the office of the Director of Property Services.

- H. Employee may combine the safety shoe allowance and the coat allowance toward the purchase of safety shoes, coats, or appropriate foul weather apparel. Such allowance shall not exceed \$260.00 in a two (2) year period.

Section 406 - Physical Examinations

Physical examinations as required by the Board shall be at the expense of the Board.

Section 407 - CDL Requirements

Where the District requires an employee to maintain a commercial drivers license (CDL) to perform his or her position, it will pay the cost of acquiring the CDL.

ARTICLE 5
LEAVES AND FRINGE BENEFITS

Section 501 - Military Leave

A. Short Term

During the mandatory summer encampment, "or if activated by Act of Congress for a period of up to six month," an employee will be granted a military leave of absence. During the military leave of absence, there will be no loss of vacation time.

During the period of leave, the Board will make up the difference between the employee's gross military pay (all pay and allowances) and the employee's regular gross pay which would have been received during the period of absence.

Also, all seniority, benefits, and the Board's contribution to insurances will be continued during the leave. Extensions to military leave may be granted with Board approval.

B. Long Term

1. If an employee leaves the school district's employment to join the armed forces of the United States, his/her salary will stop on the last day of employment. Also, all benefits and contributions toward insurances will cease upon termination of active employment.
2. Re-employment. If the employee leaves the school district's employment to fulfill either an obligatory or a voluntary period of service in the armed forces, and he/she qualifies for reinstatement under the provisions of the selective service act, he/she will be entitled to reinstatement according to the definition of the act. Also, seniority, pay, benefits, and insurances will be reinstated in accordance with the updated provisions of the act.

Section 502 - Unpaid Personal Leave

An employee's request for leave of absence for personal reasons will be given due consideration by the Board. In no instance, however, will leave for personal reasons be granted for the purpose of taking other employment. Leaves of absence for personal reasons will not be granted for periods longer than one year.

- A. A leave of absence for personal reasons will be without pay and without the District's contributions to benefits. The employee may, however, participate in his/her group insurance plan by contributing to the full cost of their insurances during the period of their leave. An employee who returns from a leave of absence for personal reasons will be allowed to return to his her previous position or to a position within the same pay grade.

- B. Seniority for the purpose of determining pay and benefit entitlements will continue throughout the period of the leave. Employees who do not return to work upon the cessation of their leave will be considered as having voluntarily quit. Extensions to personal leaves may be granted with board approval.

Section 503 - Paid Medical Leave (Sick Leave)

- A. Employees with less than one (1) year service shall accrue 1 1/4 days of medical leave per month. All other employees shall be credited with 15 days of medical leave as of July 1 and 18 days after 10 years of service.
- B. Medical leave is intended to cover the employee's own incapacitation due to illness or physical injury. In the case where there has been a personal absence for six (6) consecutive days or seven (7) days in the fiscal year, the Superintendent of Schools or his designee may require a physician's certificate for each subsequent period of absence not worked as a result of illness.
- C. Abuses of medical leave will be treated as individual disciplinary cases by the Director of Property Services. The Director of Property Services may require a doctor's certificate for illness at any time for habitual absenteeism.
- D. Employees shall be allowed to use a maximum of 5 days medical leave per year when a member of their immediate family is ill.
- E. Probationary employees will be credited with medical leave benefits as described in sections 503 and 603(D). Medical leave days will not be credited as days worked for the 90 day probationary period.

Section 504 - Unpaid Medical Leave

An employee who is ill or injured will be guaranteed his/her position or an equivalent position by the Board for a period not to exceed (12) twelve months. Said guarantee is contingent upon medical verification that the employee may resume the duties as required in the job description for the position or equivalent position.

In the event that a period of the twelve month medical leave cannot be covered by accrued medical leave or days from the medical leave bank, the employee will continue to receive the school district's contributions toward their insurance benefits for the remainder of the twelve month medical leave. An employee on unpaid medical leave shall continue to accrue seniority during the period of the leave.

Section 505 - Sick Leave Conversion

Unused medical leave will accumulate from year to year. Earned personal days under previous Contract will be credited through the date of signature to Section 110 - Duration of Agreement.

Employees with one hundred eighty (180) or more days accumulated medical leave as of the beginning of the fiscal year (July 1) may convert medical leave days (in excess of 180) earned after July 1st to paid vacation days in accordance with the following guidelines:

- A. Medical leave days in excess of 180 may be converted to paid vacation days on a three (3) for one (1) basis. i.e. three (3) medical leave days may be converted to one (1) paid vacation day. The remaining two days shall be credited to the medical leave bank. This vacation benefit will be restricted to two weeks (10 days) in any one fiscal year.
- B. Only medical leave days in excess of the 180 days accumulation may be converted. These days shall be at straight pay and shall not reflect shift differentials.
- C. Medical leave days which are converted to paid vacation days may be used immediately upon conversion or may be carried forward into the following fiscal year. In no instance will converted vacation days be carried beyond the fiscal year following the year in which the conversion took place.
- D. Employees who do not have 180 days of accumulated medical leave at the beginning of July 1st will not be entitled to vacation days as described above.
- E. Employees who wish to use vacation days as described herein shall request this vacation time at least forty-eight (48) hours in advance. Emergencies shall be considered on a case by case basis.

Section 506 - Severance Pay

Payment for accumulated medical leave upon separation of employment - Upon completion of ten (10) continuous years of employment with the Board, thereafter upon separation of employment, except for termination for just cause, a separated employee shall receive compensation payable at his current rate of pay in an amount equal to one-third (1/3) of his/her unused accumulated medical leave. Employees hired prior to July 1, 1999 shall receive the above or 45 days straight pay, whichever is more. Said accumulation is cumulative for all the years of service to the Burlington Schools.

Section 507 - Medical Leave Bank

- A. A medical leave bank will be maintained for use by qualified members whose medical leave accumulation is exhausted through prolonged illness or accident and who require additional leave to make full recovery from an extended illness.
- B. The accumulation of medical leave days shall be derived from those employees who have accumulated 180 days of medical leave and who choose to convert their medical leave to paid vacation days per Section 505(A). Also medical Days deposited in the medical leave bank each fiscal year may be utilized by unit employees who qualify and who have exhausted their own individual sick days, vacation days, and personal days, both annual and accumulated and who still have a serious illness.
- C. Employees shall not qualify for consideration of extended medical leave within the framework of the medical leave bank unless they have completed one year of service to the School District.
- D. Medical leave bank days shall only be available after an employee has been employed more than one year, and after the informed employee has exhausted his entire accumulation of personal days, medical leave and vacation time.
- E. Any medical leave granted under the provisions of this Article shall expire at the end of the fiscal year. There shall be no accumulation or carryover to successive years of unused medical leave bank days beyond each applicable fiscal year by the employee.
- F. The medical leave bank shall be administered by a medical leave bank committee consisting of Director of Human Resources, Business Manager and two (2) members designated by the Union.
- G. Application for benefits from the Medical Leave Bank shall be made in writing to the medical leave bank committee accompanied by a doctor's certificate as to the need for and anticipated extent of extended recovery time from the illness.
- H. Application for benefits may be made prior to the employee's exhaustion of his own personal sick leave to expedite benefits, but drawings upon the Bank will not actually commence until after the employee's own medical leave, personal days and vacation days are exhausted and adequate medical notification has been provided.
- I. The initial grant of medical leave by the Medical Leave Bank Committee to an eligible employee shall not exceed thirty (30) days.
- J. Upon completion of the thirty (30) day period, additional entitlement may be extended by the Medical Leave Bank Committee upon demonstration of continuing need (consistent with the process described in Section 507(G), above) by the applicant.

K. Subject to the foregoing requirements, the Medical Leave Bank Committee will determine the eligibility for the use of the Bank and the amount of leave to be granted. The following general criteria shall be considered by the Committee in administering the Bank and in determining the amount of leave:

1. Medical evidence of serious extended illness
2. Prior utilization of eligible medical leave.

The decision of the Medical Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

No days may be withdrawn from the medical leave bank for any illness other than prolonged illness or accident. Days may not be withdrawn to permit an individual to stay at home to care for other members of the family and in no instance may days be withdrawn for purposes of child rearing.

L. Upon return from extended medical leave during which benefits were received through the medical leave bank, the recipient shall be entitled to commence a new accumulation of individual medical leave in accordance with the provisions of the collective bargaining agreement on the same basis as other employees.

M. If the medical leave bank is exhausted it shall be renewed by the contribution of one (1) additional day of medical leave by each eligible member of the staff covered by this Agreement from their annual days of sick leave. To the extent that such additional days are unused at the conclusion of the one year period, they may be carried over to the Bank in the successive school year. Individual accumulations of sick leave shall be adjusted accordingly.

N. An annual Report will be given to the Union on status of the Medical Leave Bank by July 30th.

Section 508 - Bereavement Leave

In the case of necessary absence due to death of a member of the employee's family (as indicated below), she/he will be granted with pay up to the amount indicated below for the purpose of attending the funeral or arranging for burial. In addition, the Superintendent (or designee), may, upon written request by an employee, grant up to one (1) day leave with pay to attend the funeral of a personal friend or member of the employee's family not mentioned below. If for any reason the Board allows an employee additional time off with pay under this section, such time shall be deducted from the employee's vacation days or accumulated medical leave days (employee's choice).

Bereavement leave will be limited to scheduled time commencing with the day of the death. However, in unusual cases where a funeral is held at a considerable distance (more than 250 miles) from the employee's home, the employee will be entitled to an additional day for travel

Immediate family shall be defined as:

Five Days

Spouse (or one living in a spousal
Sister/Brother-in-law relationship)
Domestic Partner
Children and Step-Children
Parents
Brothers
Sisters

Three Days

Sister/Brother-in-law
Grandparents
Son-in-law
Daughter-in-law
Mother-in-law
Father-in-law
Grandchildren

Section 509 - Family and Medical Leave

- A. Employees may request leave as described in the Federal Family and Medical Leave Act (FMLA) and its regulations and the State Leave Law and its regulations for all eligible members of the bargaining unit. The employer agrees to adhere to such laws and regulations and any amendment to those laws and regulations which may occur during the life of this Agreement. Employees may file grievances concerning FMLA and State leave law disputes.
- B. The leave year for these purposes shall be the fiscal year beginning July 1 and ending June 30.
- C. No employee shall be required to utilize paid accrued leave for any FMLA or State leave law absence in which the employee does not request to receive such pay.

Section 510 - Personal Leave

Employees, after one year of continuous employment shall be entitled to five (5) personal days per fiscal year for business unable to be conducted at other times. Said personal days will not be used in lieu of medical leave. Permission will not be denied without reason. Said personal days are not cumulative and must be requested 48 hours in advance, except in case of an emergency.

Section 511 - Holidays

- A. The following shall be recognized as paid holidays:

New Year's Day	Town Meeting Day	Veteran's Day
Memorial Day	Independence Day	Columbus Day
Bennington Battle Day	Labor Day	President's Day
Christmas Day	Thanksgiving Day	Martin Luther King Day

B. Holiday Pay - Eligibility and Amount

1. In order for holiday pay, an employee must satisfy the following requirements:
 - a. Be a permanent or probationary employee.
 - b. Have worked both the scheduled workday immediately before and immediately after the holiday unless excused by his supervisor for reasonable reasons. Reasonable reasons would be authorized sick leave, vacation leave or scheduled day off.
2. An employee absent on vacation during the week in which the holiday occurs or is observed will receive additional corresponding time off by arrangement with his/her supervisor. A permanent employee whose scheduled day off occurs on a holiday will likewise receive additional corresponding time off by arrangement with his/her supervisor, and approval of the Director Of Property Services.
3. For holidays not worked, an eligible employee will receive holiday pay based on his/her straight time earnings for the number of hours he/she would have been scheduled to work had it not been for the observance of the holiday. (see Section 403(A).
4. Holiday pay shall be in addition to any pay for time worked on the holiday.
5. Holidays occurring on a Sunday shall be observed on Monday. Holidays occurring on a Saturday will be observed on Friday.

C. Holiday's Worked - School in Session

Option I - Employees will work on all days school is in session. Should a paid holiday fall on a scheduled school day, employees shall work such day at 1 2 pay and shall also be entitled to take such holiday on a subsequent day under the following procedure: The employee shall notify the Director of Property Services at least 48 hours prior to the day desired as a holiday. In the event more than two (2) employees request the same day, the Directory of Property Services may limit permission to the first two (2) employees who give him/her notice. Holidays shall be observed for a twenty-four (24) hour period, beginning with the start of the first shift.

OR

Option II - Employees required to work on a holiday when school is in session may elect holiday pay (straight pay) plus overtime (1 2 pay) in lieu of an "alternative" Holiday day off. The employee will automatically be credited with Option I (1 2 pay and another day off) unless he/she specifies Option II on the time sheet.

D. Holiday's Worked - School Not in Session

1. On the Holiday designated in Section 511, employees who are required to work on a day when school is not in session for students and/or faculty shall receive 1 2 times their regular rate of pay (inclusive of shift differential, if applicable) for hours worked.
2. Holiday pay shall be in addition to any pay for time worked on the Holiday.
3. Employees who receive pay per Section 511(D)(1) above will waive any entitlement to additional time off per Section 511(C).

Section 512 - Vacations

Vacation benefits are computed on a fiscal year basis (July 1- June 30).

A maximum of two weeks of the vacation allowance may be carried over into the next fiscal year. However employees must use at least half of each year's basic vacation allowance.

Vacations will be taken in accordance with the schedule approved by the Director of Property Services with due regard to the operations of the schools. With the principle of seniority controlling it, employees shall have the right to choose the time they desire for their vacations as long as the efficient operation of the schools is not adversely affected. An employee may be permitted by the Director of Property Services to take his/her vacation on a day-at-a-time basis so long as at least one (1) days notice of a request therefore is given such Director of Property Services by the employee and the Director of Property Services gives his/her approval.

The vacation week shall commence with the beginning of the shift on Monday and end at the same time the following week.

Vacation pay shall be equal to the normal weekly pay of the employee, excluding any premium payments.

Each permanent employee shall be entitled to vacation benefits according to the following schedule, providing that during the previous fiscal year he/she shall have been paid for at least twenty-six (26) weeks of actual work.

Years of Service	Vacation Eligibility
0 to 60 months	6 2/3 hours per month
60 to 120 months	10 hours per month
120 to 180 months	13 1/3 hours per month
180 months & over	16 2/3 hours per month

Section 513 - Insurances

A. The Board agrees to maintain in effect an insurance plan for permanent employees who have completed their probationary period and met the physical requirements, so long as they remain on the Burlington School District payroll. A summary of benefits to be provided under said plan are set forth in Sections 515 - 518.

The Board will not itself pay the insurance benefits referred to in this Section 513, but will obtain policies or contracts from insurance companies which will administer said benefits. The Board shall have the right to change carriers from time to time so long as the level of benefits afforded to employees covered by this Agreement is not reduced.

B. Grievance of employees under this Article shall be adjusted in accordance with the provision of the applicable insurance contract and law.

C. Should any Federal or State legislation become effective during the term of this Agreement providing benefits paralleling any of those referred to above and imposing the cost thereof on the Board, the disposition hereunder shall be subject to negotiation and mutual agreement and to the grievance and arbitration procedures of this Agreement.

D. All changes in the insurance plans outlined above during the life of this Agreement shall be subject to negotiations and mutual agreement before implementation.

Section 514 - Health Insurance Buy-Out

Employees covered by this agreement who are entitled to health insurance benefits as provided by the Board shall on or before July 1 (of the year following) be paid 25% of the amount that is not paid by the Board for health insurance for which said employee is eligible, due to the waiver of such coverage by the employee.

Section 515 - Life Insurance

The following life insurance benefits are provided for permanent Property Services employees upon application by the School District:

	Life Insurance	Accidental Death or Dismemberment
	\$50,000	\$50,000
Retired Employees	\$10,000	\$10,000

Employees may purchase an additional \$37,500.00 of coverage at their own expense through payroll deduction.

Section 516 - Health Insurance

The Board will provide all permanent Property Services employees and their dependents with health insurance coverage under the Blue Cross/Blue Shield program entitled the VEHI Dual Option plan or as elected by the employee. Such coverage, including the prescription drug plan, shall be as described by the VEHI. Employees shall contribute toward the health insurance premiums as follows:

Effective July 1, 2002

10% of premium or 1% of base annual salary, whichever is less.

Effective July 1, 2003

10% of premium or 2% of base annual salary, whichever is less.

Effective July 1, 2004

10% of premium or 3% of base annual salary, whichever is less.

Section 517 - Dental Insurance

One hundred percent (100%) of the Connecticut General Dental Plan cost for employees only. Seventy percent (70%) of the cost of two person dental coverage or family coverage will be paid by the Board. The remaining thirty percent (30%) will be paid by the employee.

Section 518 - 125 Basic Plan

A basic plan will be in effect at Board expense to protect the tax exempt status of health care insurance benefits. Any pay back for waived health insurance coverage per Section 514 remains taxable.

**ARTICLE 6
COMPENSATION**

Section 601 - Work in a Higher or Lower Pay Grade

Whenever an employee is directed to work in a pay grade higher than his own, such employee shall be compensated at \$1.00/hr. greater than their regular rate for all time performing such work. Employees will not be assigned to lower pay grade if there is work for them in their regular grade. When there is no work in their regular grade, they may be assigned to a lower rated grade unless the reduction in grade is in lieu of lay-off.

Section 602 - Shift Differential

A shift differential of \$.85 per hour will be paid to those employees whose regular work shift begins between 12 noon and ends at 11:29 p.m. (2nd shift). Employees who regularly work the third shift which begins at 10:30 p.m. and ends at 7:30 a.m. shall be paid a \$1.00 per hour differential. This shift differential is paid only for time worked and holidays; not applicable to sick, personal, vacation, or any other non-work day. The current practice of retaining the higher rate for temporary assignments will be continued. The shift differential for the second shift shall increase as follows:

\$.90	July 1, 2003
\$.95	July 1, 2004
\$1.00	July 1, 2005

Section 603 - Overtime

- A. Except for emergency situations, School District overtime work shall be voluntary and there shall be no discrimination against any employee who declines to work overtime in a non-emergency situation. Individuals (employees) who have been drinking and so state will not be required to report to work for overtime. An emergency situation shall be defined as an unforeseen occurrence which does not occur on a continuing basis.
- B. Except during emergencies exempt supervisory personnel shall not, during non working hours, perform work normally assigned to employees within the Union jurisdiction. A supervisor will be allowed to perform work normally assigned to employees only when providing instruction, or when compensating for absenteeism and lack of employees to accomplish the required tasks/jobs. Efforts to contact employees shall be made before evoking this provision.
- C. Time and one-half (1 1/2) hours pay for each overtime hour worked shall constitute the only compensation for overtime. Other arrangements such as compensation time, additional vacation time, etc. will not be permitted.

- D. Time and one-half (1 ½) shall be paid for all hours worked in excess of forty (40) hours in a work week. Vacation days, sick time, and personal days (until exhausted) and holidays shall be counted as hours worked.

Section 604 - Overtime Protocol

A. Weekday Overtime Coverage

Available overtime work, when scheduled or required, shall be equitably distributed as far as reasonably practical among employees in the pay grade in which the work is to be performed on an overtime basis. Permanent employees shall be given priority in available overtime work when scheduled or required. The following rosters will be used to provide a pecking order for coverage and overtime or the use of subs if all offers are refused by bargaining unit members.

Custodial Day Shift

1. First shift maintenance utilities (non overtime).
2. Maintenance shop roster members (non overtime).
3. Second shift custodians in the building with the absent member.
4. Second shift maintenance utilities.
5. Second shift custodians in other buildings.

Custodial Night Shift

1. Second shift maintenance utilities (non overtime)
2. First shift head custodians, building custodians in the building with the absent member.
3. First shift maintenance utilities.
4. First shift maintenance shop roster members.
5. First shift custodians in other buildings.

All buildings will continue to use their own building roster for overtime. If a staff member fills at another school other than his/her own they could continue to progress down on the roster in their respective building.

Calls to another building will be governed by seniority after the building with the absence has exhausted the use of all members in that building.

Management would assist the Custodial Coordinator in the calling of staff members if the pecking order reaches level 5 of the above.

B. Weekend Overtime Coverage (Summer, vacations, school year)

1. First and second shift head custodians and building custodians in the building that requires coverage (using in-school roster to determine rotation).
2. After all members in the above category and building are exhausted, the Custodial Coordinator will be directed to fill the overtime hours by soliciting the following staff members in this order:
 - a.) All maintenance staff members based at the Property Services shop by seniority.
 - b.) First and second shift head Custodians and building Custodians in other District buildings will be called next using the Seniority chart as a guideline for selection.
 - c.) A requested member must respond to the Custodial Coordinator's request within 24 hours to be considered. If an answer is not received, the member will be skipped and the overtime will be offered to the next least senior member. (Only exceptions will be of emergency overtime when staff members are needed on an emergency basis.)

Building Head Custodians shall be notified of who will be working the overtime.

Section 605 - Call In Pay

Any employee called to work outside of his regularly scheduled shift shall be paid for a minimum of three (3) hours.

Section 606 - Rates of Pay

A. The Board and the Union recognize the principle of a fair day's work for a fair day's pay.

All job titles shall be assigned a pay grade as indicated in Appendix A.

B. Effective July 1, 2002 all employees shall be placed in the 2002-03 pay scale (see Appendix B) at the appropriate step and grade resulting in an increase of not less than \$.40 plus a step.

The 2002-03 step 1 rate is the 2001-02 step 3 rate plus \$.40.

Employees who are above scale shall receive an increase of \$.40 plus 2%.

Effective July 1, 2003 and 2004 all employees shall move to the next higher step in accordance with Appendix C and D. Employees who are above scale shall receive an increase of \$.40 plus 2%.

Effective July 1, 2005 and July 1, 2006 all employees shall receive an across the board 4% increase. No step movement shall occur. See Appendix E and F.

New employees shall be hired into the step one rate for the appropriate pay grade in accordance with the grade scale in Appendix B, C, D, E or F.

New employees hired into a job grade 6 may be hired beginning at a step commensurate with their years of experience or licensure

Section 607 - Longevity

All employees who complete five (5) years of service or more shall receive \$.02 per hour for each year of service added to their base rate. Employees shall receive an additional \$.02 per hour for each additional year of service completed thereafter.

Section 608 - Workers = Compensation

A. When an employee is absent for illness or accident which is covered by Worker's Compensation, the Board agrees to provide the appropriate difference between that received from insurance and the employee's average NET wage for the previous twelve (12) week period. Effective July 1, 2002 the Board shall pay the difference up to 45 work days per occurrence. Effective July 1, 2004 the Board shall pay the difference up to 30 work days per occurrence. Employees shall be entitled to the difference in pay as described above that was in effect on the date of injury or illness. The Board further agrees that such an employee will be permitted to work for the Board if he/she is medically able to do so within a two (2) year period dating from the commencement of the illness or accident. Net wage is defined by the individual's gross wages, less state, federal, and FICA taxes.

B. Employees out due to work related injuries for periods longer than the above *may not* supplement income with sick leave, or other leaves. However, an employee returning to work and who must participate in rehabilitation, doctors' appointments, or work hardening program shall be permitted to use accumulated leave to cover such absences.

Section 609 - Use of Personal Vehicles

Roving employees shall be compensated for the required use of their personal vehicles at the rate per mile paid by the State of Vermont on September 1 of each year when requested and approved by the Director of Property Services or Designee. If approval is not granted transportation shall be provided.

ARTICLE 7
PERSONNEL ACTIONS

Section 701 - Use of Seasonal Part-Time or Temporary Personnel

The Board shall not use seasonal part-time or temporary personnel in a union pay grade while bargaining unit members of that pay grade are available and able.

- A.. Seasonal part-time or temporary personnel may be used within the following guidelines:
1. On a short term basis of two weeks or less to cover absentee bargaining unit members only after the work has been made available to all union members per section 4.14 and after it has been made available to any members who have been laid off.
 2. To provide coverage for absences longer than two weeks due to extended medical leave, military leave, personal leave of currently employed bargaining unit members or previously scheduled vacation time. In such cases, the first two weeks of absence will be covered per section 1. above.
 3. To supplement the workforce when school is out of session.
- B. Seasonal part-time or temporary personnel may not:
1. Be used to displace permanent bargaining unit positions.
 2. Serve on any given shift in greater numbers than there are absentee union members on that shift.
- C. Reduction in Force (RIF) recall rights of laid off bargaining unit members will not be affected by any of these provisions.
- D. Seasonal part-time or temporary personnel will not be compensated at a rate above the level of pay grade 1 and will have no benefits available to them. Seasonal part-time or temporary personnel may work overtime when first opportunity is given to bargaining unit members and subsequently declined.
- E. Should overall bargaining unit staffing drop below forty-nine (49) members, the Board agrees not to use seasonal part-time or temporary personnel except for as allowed in 702(A)(3), above.

- F. Should a reorganization occur which includes the closing of a school building, then the parties shall meet to negotiate the unit staffing level as described in (e) above.

Section 702 - Request for Change in Job Grade

During the term hereof, any employee may seek a change in his/her job grade by making written application to the Director Of Property Services, who shall respond to said application within a reasonable length of time.

Section 703 - Seniority

- A. An employee's seniority shall be equal to his/her years of service or employment with the Board unbroken by any of the reasons for termination of seniority specified in paragraph B, below. Provided, however, that all employees entering the bargaining unit covered by this Agreement from any other area of the Board will be considered new employees for the purpose of seniority in regards to layoff, recall, promotion, transfer and vacation selections.
- B. Seniority for all purposes shall be terminated for any of the following reasons:
 - a. Voluntarily quit
 - b. Discharge for just cause
 - c. Failure to report for work within four (4) working days after notice of recall is given; however, if the Board is advised by the recalled employee, either in person or in writing, within said period that he will report for work within two (2) weeks after notice of recall, this extension of time will be granted. Reasonable exceptions to these limits may be agreed to in case of proven sickness or injury to the employee or death in his/her immediate family.
 - d. Absence for three (3) consecutive working days without reporting to the Board unless impossible to do so.
 - e. Failure to return to work due to any non-occupational connected illness or accident for a period of twelve (12) months.
 - f. Retirement
 - g. Failure to be recalled from layoff after twenty-four (24) months

Section 704 - Probationary Period

The first ninety (90) days of work with the Board shall be considered a trial period to permit the Board to determine a new employee's fitness and adaptability for the work required. During this time or any (mutually agreed) extension of the probationary period, the Board may discharge a new employee without such discharge being subject to the grievance and arbitration procedures of this Agreement. Unless otherwise expressly provided herein, a probationary employee will not be entitled to any of the fringe benefits provided for in this Agreement except holiday pay, which shall be credited to "days worked."

Section 705 - Layoff and Recall

- A. Whenever a layoff becomes necessary, bargaining unit employees will be laid off on the basis of their seniority within their job title and within their pay grade. Those employees with the least seniority in the title and within the pay grade shall be laid off first. An employee shall be guaranteed at least six (6) weeks notice of layoff. Employees who are notified of their impending layoff may exercise their right to bump. Employees will be entitled to bump within and below their pay grades (see appendix A). Employees who bump downward into another pay grade will retain their higher salary for the sixty (60) day trial period. After the period of sixty (60) days the employee who bumped downward will receive the appropriate salary adjustment for the position held (at the salary of the person bumped).
- B. Employees may be entitled to bump "up" under the following conditions:
1. The employee is qualified to do the job as evidenced by previous experience in this capacity with the Burlington Schools as demonstrated by a record of positive evaluations.
 2. The employee retains seniority over the employee to be bumped.

Employees who exercise their right to bump into another pay grade shall be subject to a sixty (60) day trial/probationary period. If, in the opinion of the Director of Property Services, the employee who bumps upward is not able to perform the work and responsibilities associated with their new position, the employee shall be assigned to the least senior position in the lowest pay grade per appendix A. The person who was bumped will then be returned to his/her position. Employees who do not satisfactorily complete their probationary period may appeal the decision of the Director of Property Services to the Personnel Committee of the School Board whose decision will be final. The decision of the Personnel Committee will not be subject to the grievance procedure as outlined in this agreement.

Employees who bump upward will receive his/her current rate of pay or the minimum of the new pay grade, whichever is higher. Laid off employees shall retain recall rights for two (2) years from their date of layoff. During the first twelve (12) months of layoff unit seniority will continue to accrue and during the second twelve months the employee will retain seniority earned up to the beginning of the second twelve (12) month period.

- C. Recall shall be in the reverse order of layoff. Employees subject to recall shall be notified by the Board, by certified mail, return receipt requested. A copy of such recall letter shall be given to the local Union president. However, a failure to give such letter to the Union president shall not in any way enlarge the rights of an affected individual. The laid off employee shall have seven (7) working days from the date the letter is posted to notify the Board that he/she will return to work. Such certified letter shall be mailed to the employee's last known address. In the event an opening occurs within the job group from which an employee is laid off, at a time when one or more employees are laid off from the job group, the senior employee on layoff from the job group will be recalled to fill such opening. Once an employee has been afforded the opportunity of recall, he/she shall be deemed to have waived all recall rights under this section to the job group from which he/she was transferred,

or, if the employee is on layoff, his/her refusal shall terminate his/her seniority under this section.

Section 706 - Vacancies

Whenever a Union job becomes vacant, the Board agrees to either post the job vacancy or notify the Union in writing that the position is being abolished within ten (10) days from the date the vacancy commenced. If the vacancy is posted, the job will be filled by personnel adjustment within the bargaining unit in accordance with seniority provided the applicants are of equal ability. Ability shall be determined by management through the interview process and upon the basis of the individuals' performance evaluations, job description for the posted position, prior work experience and references from inside and outside the district. Notice of vacancies stating the pay grade, location, effective date, rate of pay, qualifications and shift will be posted on all appropriate bulletin boards* for a period of five (5) working days. If the position is not abolished, and the Union member bids for the position, the Director of Property Services shall consider the applicants and award the position within fourteen (14) days following the close of the job posting, effective on the date shown on the posting. Positions shall be filled on the above basis by first considering applications within the bargaining unit, secondly within the School District, thirdly within the City of Burlington and thereafter all other applicants. The Board reserves the right to abolish any job which becomes vacant.

Central Office
Maintenance Building
Custodial/Maintenance Rooms in Schools

Section 707 - Transfers Other Than Layoff

An employee who transfers from one job to another posted position within the bargaining unit must demonstrate an ability to perform the job or work. Ability to perform the job or work as used in this section means the employee is capable of performing the work of the job in a satisfactory manner subject to concurrence by the respective foremen. An employee who so transfers will have a sixty (60) day trial period. If an employee does not qualify for the new position within this period, he/she will be returned to his/her old job. During this same sixty (60) day period the employee will have the right to voluntarily return to his/her previous position. Once said person has voluntarily returned to his/her previous position, he/she will not be eligible for a transfer for a period of twelve (12) months.

Section 708 - Job Exchange/Swap

Voluntary exchanges may occur, with the permission of management, provided that the most qualified and senior employee is provided with prior consideration and all involved employees are satisfied with the change.

Section 709 - Grievance Procedures

- A. A grievance is defined as being a dispute between the parties as to the meaning or application of a specific provision of this Agreement or a claim that the Board has taken disciplinary action without just cause. It is the intention of the parties that grievances be settled at the lowest step possible.
- B. Definition: For the purpose of this procedure, one (1) day shall mean twenty-four (24) hours, following the receipt of grievance or answer to a grievance. All days shall be workdays unless otherwise indicated.
- C. Procedure:
- STEP 1: Grievance shall be made in writing directly to the Director of Property Services within ten (10) days of the alleged occurrence or reoccurrence. After meeting with the appropriate parties within three (3) workdays, the Director shall give his written answer to the grievance within ten (10) days after this meeting.
- STEP 2: If the grievance is not settled at STEP 1, it may within fifteen (15) work days of the receipt of the STEP 1 answer, be appealed by written notice by the Union representative to the Superintendent of Schools. The Superintendent (or designee) shall hear the Grievance at STEP 2 within 3 workdays, and shall provide a written response to the grievance within 5 workdays of the Step 2 hearing. Failure by Management to respond within the required fifteen (15) workdays at Step 2 will result in an automatic appeal by the Union to Step 3.
- STEP 3: If no satisfactory settlement is reached in STEP 2, then the Union may submit the grievance to arbitration in accordance with Section 710 of this Agreement.
- D. No grievance shall be considered under the foregoing procedure unless it is presented in the manner set forth herein within ten (10) working days after the occurrence (s) or reoccurrence(s) of the basis of the grievance, and in order to be considered further such grievance must also be advanced to each STEP within the time limits of this Article. A grievance based upon a suspension or dismissal may be initiated at STEP 2 if the suspension or dismissal action was enacted by the Director of Property Services, or at Step 3 if said action was enacted by the Superintendent (or designee). A Grievance may be withdrawn at any time without prejudice.
- E. A grievance shall be subject to this procedure only if action is taken within the time limit set out for each STEP and shall only be subject to this procedure by or in conjunction with the Union representative. The settlement of a grievance in any case shall not be made retroactive for a period exceeding the date of commencement of the grievance procedure as above outlined.

Section 710 - Arbitration

The Union, upon written notice to the Superintendent or designee within fifteen (15) days following the unsuccessful consideration of the grievance by the Superintendent as provided in Step 2 of Section 709, may request arbitration of any grievance which involves the interpretation or application of a specific term or provision of this Agreement. Arbitration is possible only if such grievance has not been settled after being fully processed through the grievance procedure in accordance with the time limits and provisions of Section 709, and arbitration is timely requested. If the Superintendent and the Union are not able to agree on the selection of an arbitrator within a period of ten (10) days of the date of such written request, such grievance may be referred by either party to the Federal Mediation and Conciliation Service for the selection of an arbitrator, in accordance with the rules of the service. If the grievance is not so referred within thirty (30) calendar days after the request for arbitration, it shall be considered settled and shall no longer be subject to the grievance or arbitration provisions of this Agreement. The parties shall share equally in the compensation and expense of the arbitrator. The decision of the arbitrator shall be final and binding upon the parties.

The arbitrator's authority shall be limited to interpreting and applying the provisions of this Agreement, and shall have no power to add or subtract from, alter or modify any of its provisions.

Section 711 - Discipline and Discharge

- A. An employee who has completed his/her probationary period shall not be suspended or discharged except for just cause. Such action by the Board shall be subject to the grievance and arbitration procedures of this Agreement.
- B. In the event a suspension or discharge is determined to be without just cause, the employee shall be reinstated in good standing with restoration of seniority rights and pay for the time lost.
- C. Disciplinary action or measures shall include only the following: oral reprimand, written reprimand, suspension (notice in writing) and discharge. If an employer has reason to reprimand an employee, it shall, whenever possible, be done in a manner that will not embarrass the employee before other employees or the public.
- D. No written material concerning an employee's conduct, service, character or personality shall be placed in the employee's personnel file unless he/she has had an opportunity to read the material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed with the understanding that such signature merely signifies that he/she has read the material to be filed, and does in no way indicate agreement with its contents. The employee shall have the right to answer any material filed and his/her answer shall be attached to the file copy. The employee shall have the right to see and/or reproduce any documents in his/her personnel file.
- E. Failure to affix one's signature in accordance with this article will be sufficient grounds for discipline.

- F. Records of disciplinary action or written complaints are to be removed from an employee's file, if after one (1) year there has not been a reoccurrence and no other actions or complaints regarding the employee have been received, and the removal is agreed upon in a meeting between the Union Steward, employee and the Superintendent or designee. If the offense is of a serious nature for which the employee has been disciplined such records may remain in the file for four (4) years and then removed only under the conditions listed above; and at the discretion of the Superintendent (or designee).

Section 712 - Safety and Health

The Board and Union shall cooperate in the enforcement of safety rules and regulation.

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety. The determination of this Article shall be made by the Director of Property Services.

Ladders or special equipment used for washing windows above the first floor and for changing light bulbs in auditoriums and gymnasiums shall be approved annually by the Director of Property Services and shall comply with applicable State safety provisions. An employee when working alone in a building shall not use more than an eight (8) foot ladder.

Section 713 - Alternative Job Placements

Two positions will be created as alternative job placements for individuals currently employed by the Burlington School District. These positions are neither subject to the bidding process nor grievable under this contract. All rights and benefits of this contract will be afforded to those individuals so placed. The Assistant Superintendent or his/her designee will fill these positions.

Section 714 - Resignation Notice

Property Services employees shall provide written notice of their intent to resign from their position a minimum of ten (10) work days prior to their last day of work.

Section 715 - Grievance Hearings

Union representatives shall not be compensated for time spent in grievance and adjustment meetings outside their regular working hours.

Union grievance adjustment meetings at Step 1 and Step 2 will be scheduled by the School Administration at a time that is reasonable for both parties and that minimizes or avoids lost working

time. Grievance meetings for Step 3 will be scheduled at a time reasonable for both parties [the Board (or designated committee) and the Union] with the intent of minimizing lost work time.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals this _____ day of _____ 2002, by their duly authorized representatives.

In Presence of:

BURLINGTON BOARD OF SCHOOL COMMISSIONERS

by: _____

In Presence of:

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES A.F.L.- C.I.O

by: _____

FOR THE BARGAINING COMMITTEE:

APPENDIX A

BURLINGTON SCHOOLS PROPERTY SERVICES

<u>Position</u>	<u>Pay Grade</u>
Custodian	1
Goundswoker	2
Utility	2
Grounds Foreman Assistant	3
Trades Assistant	3
Grounds/Trades Assistant	3
Custodial Coordinator	4
Head Custodian Elementary & Middle	4
Single Custodian Elementary	4
Materials Coordinator	4
Head Custodian BHS	5
Grounds/Security Foreman	5
Head Carpenter	6
HVAC	6
Plumber	6
Electrician	6

APPENDIX B

2002-03 PAY GRADE STEP CHART

ORIG. STEP	FY 2003	GRADE 1	GRADE 2	GRADE 3	GRADE 4	GRADE 5	GRADE 6
3	1	\$ 8.94	\$ 10.65	\$ 11.17	\$ 11.51	\$ 11.84	\$ 13.56
4	2	\$ 9.12	\$ 10.85	\$ 11.38	\$ 11.73	\$ 12.08	\$ 13.82
5	3	\$ 9.29	\$ 11.07	\$ 11.60	\$ 11.95	\$ 12.31	\$ 14.09
6	4	\$ 9.47	\$ 11.28	\$ 11.82	\$ 12.19	\$ 12.55	\$ 14.36
7	5	\$ 9.65	\$ 11.50	\$ 12.06	\$ 12.42	\$ 12.79	\$ 14.64
8	6	\$ 9.83	\$ 11.72	\$ 12.29	\$ 12.66	\$ 13.04	\$ 14.92
9	7	\$ 10.03	\$ 11.94	\$ 12.52	\$ 12.90	\$ 13.29	\$ 15.22
10	8	\$ 10.22	\$ 12.18	\$ 12.76	\$ 13.16	\$ 13.55	\$ 15.51
11	9	\$ 10.41	\$ 12.41	\$ 13.02	\$ 13.41	\$ 13.81	\$ 15.81
12	10	\$ 10.61	\$ 12.65	\$ 13.27	\$ 13.67	\$ 14.09	\$ 16.13
13	11	\$ 10.81	\$ 12.89	\$ 13.52	\$ 13.93	\$ 14.36	\$ 16.44
14	12	\$ 11.03	\$ 13.15	\$ 13.78	\$ 14.21	\$ 14.63	\$ 16.76
15	13	\$ 11.24	\$ 13.40	\$ 14.06	\$ 14.49	\$ 14.91	\$ 17.09
16	14	\$ 11.45	\$ 13.66	\$ 14.33	\$ 14.76	\$ 15.21	\$ 17.42
17	15	\$ 11.67	\$ 13.92	\$ 14.60	\$ 15.06	\$ 15.51	\$ 17.76
18	16	\$ 11.89	\$ 14.20	\$ 14.88	\$ 15.35	\$ 15.80	\$ 18.11
19	17	\$ 12.13	\$ 14.47	\$ 15.18	\$ 15.65	\$ 16.12	\$ 18.46
20	18	\$ 12.36	\$ 14.75	\$ 15.47	\$ 15.95	\$ 16.43	\$ 18.82

APPENDIX C

2003-04 PAY GRADE STEP CHART

ORIG. STEPS	FY2004	GRADE 1	GRADE 2	GRADE 3	GRADE 4	GRADE 5	GRADE 6
3	1	\$ 9.34	\$ 11.05	\$ 11.57	\$ 11.91	\$ 12.24	\$ 13.96
4	2	\$ 9.52	\$ 11.25	\$ 11.78	\$ 12.13	\$ 12.48	\$ 14.22
5	3	\$ 9.69	\$ 11.47	\$ 12.00	\$ 12.35	\$ 12.71	\$ 14.49
6	4	\$ 9.87	\$ 11.68	\$ 12.22	\$ 12.59	\$ 12.95	\$ 14.76
7	5	\$ 10.05	\$ 11.90	\$ 12.46	\$ 12.82	\$ 13.19	\$ 15.04
8	6	\$ 10.23	\$ 12.12	\$ 12.69	\$ 13.06	\$ 13.44	\$ 15.32
9	7	\$ 10.43	\$ 12.34	\$ 12.92	\$ 13.30	\$ 13.69	\$ 15.62
10	8	\$ 10.62	\$ 12.58	\$ 13.16	\$ 13.56	\$ 13.95	\$ 15.91
11	9	\$ 10.81	\$ 12.81	\$ 13.42	\$ 13.81	\$ 14.21	\$ 16.21
12	10	\$ 11.01	\$ 13.05	\$ 13.67	\$ 14.07	\$ 14.49	\$ 16.53
13	11	\$ 11.21	\$ 13.29	\$ 13.92	\$ 14.33	\$ 14.76	\$ 16.84
14	12	\$ 11.43	\$ 13.55	\$ 14.18	\$ 14.61	\$ 15.03	\$ 17.16
15	13	\$ 11.64	\$ 13.80	\$ 14.46	\$ 14.89	\$ 15.31	\$ 17.49
16	14	\$ 11.85	\$ 14.06	\$ 14.73	\$ 15.16	\$ 15.61	\$ 17.82
17	15	\$ 12.07	\$ 14.32	\$ 15.00	\$ 15.46	\$ 15.91	\$ 18.16
18	16	\$ 12.29	\$ 14.60	\$ 15.28	\$ 15.75	\$ 16.20	\$ 18.51
19	17	\$ 12.53	\$ 14.87	\$ 15.58	\$ 16.05	\$ 16.52	\$ 18.86
20	18	\$ 12.76	\$ 15.15	\$ 15.87	\$ 16.35	\$ 16.83	\$ 19.22

APPENDIX D

2004-05 PAY GRADE STEP CHART

ORIG. STEPS	FY 2005	GRADE 1	GRADE 2	GRADE 3	GRADE 4	GRADE 5	GRADE 6
3	1	\$ 9.74	\$ 11.45	\$ 11.97	\$ 12.31	\$ 12.64	\$ 14.36
4	2	\$ 9.92	\$ 11.65	\$ 12.18	\$ 12.53	\$ 12.88	\$ 14.62
5	3	\$ 10.09	\$ 11.87	\$ 12.40	\$ 12.75	\$ 13.11	\$ 14.89
6	4	\$ 10.27	\$ 12.08	\$ 12.62	\$ 12.99	\$ 13.35	\$ 15.16
7	5	\$ 10.45	\$ 12.30	\$ 12.86	\$ 13.22	\$ 13.59	\$ 15.44
8	6	\$ 10.63	\$ 12.52	\$ 13.09	\$ 13.46	\$ 13.84	\$ 15.72
9	7	\$ 10.83	\$ 12.74	\$ 13.32	\$ 13.70	\$ 14.09	\$ 16.02
10	8	\$ 11.02	\$ 12.98	\$ 13.56	\$ 13.96	\$ 14.35	\$ 16.31
11	9	\$ 11.21	\$ 13.21	\$ 13.82	\$ 14.21	\$ 14.61	\$ 16.61
12	10	\$ 11.41	\$ 13.45	\$ 14.07	\$ 14.47	\$ 14.89	\$ 16.93
13	11	\$ 11.61	\$ 13.69	\$ 14.32	\$ 14.73	\$ 15.16	\$ 17.24
14	12	\$ 11.83	\$ 13.95	\$ 14.58	\$ 15.01	\$ 15.43	\$ 17.56
15	13	\$ 12.04	\$ 14.20	\$ 14.86	\$ 15.29	\$ 15.71	\$ 17.89
16	14	\$ 12.25	\$ 14.46	\$ 15.13	\$ 15.56	\$ 16.01	\$ 18.22
17	15	\$ 12.47	\$ 14.72	\$ 15.40	\$ 15.86	\$ 16.31	\$ 18.56
18	16	\$ 12.69	\$ 15.00	\$ 15.68	\$ 16.15	\$ 16.60	\$ 18.91
19	17	\$ 12.93	\$ 15.27	\$ 15.98	\$ 16.45	\$ 16.92	\$ 19.26
20	18	\$ 13.16	\$ 15.55	\$ 16.27	\$ 16.75	\$ 17.23	\$ 19.62

APPENDIX E

2005-06 PAY GRADE STEP CHART

ORIG. STEPS	FY 2006	GRADE 1	GRADE 2	GRADE 3	GRADE 4	GRADE 5	GRADE 6
3	1	\$ 10.13	\$ 11.91	\$ 12.45	\$ 12.80	\$ 13.15	\$ 14.94
4	2	\$ 10.31	\$ 12.12	\$ 12.67	\$ 13.03	\$ 13.39	\$ 15.21
5	3	\$ 10.49	\$ 12.34	\$ 12.90	\$ 13.26	\$ 13.63	\$ 15.48
6	4	\$ 10.68	\$ 12.56	\$ 13.13	\$ 13.51	\$ 13.88	\$ 15.76
7	5	\$ 10.87	\$ 12.79	\$ 13.37	\$ 13.75	\$ 14.14	\$ 16.06
8	6	\$ 11.06	\$ 13.02	\$ 13.61	\$ 14.00	\$ 14.39	\$ 16.35
9	7	\$ 11.26	\$ 13.25	\$ 13.85	\$ 14.25	\$ 14.65	\$ 16.66
10	8	\$ 11.46	\$ 13.50	\$ 14.11	\$ 14.51	\$ 14.92	\$ 16.96
11	9	\$ 11.66	\$ 13.74	\$ 14.37	\$ 14.78	\$ 15.20	\$ 17.28
12	10	\$ 11.87	\$ 13.99	\$ 14.63	\$ 15.05	\$ 15.48	\$ 17.60
13	11	\$ 12.08	\$ 14.24	\$ 14.89	\$ 15.32	\$ 15.76	\$ 17.93
14	12	\$ 12.30	\$ 14.50	\$ 15.17	\$ 15.61	\$ 16.05	\$ 18.26
15	13	\$ 12.52	\$ 14.77	\$ 15.45	\$ 15.90	\$ 16.34	\$ 18.60
16	14	\$ 12.74	\$ 15.04	\$ 15.73	\$ 16.19	\$ 16.65	\$ 18.95
17	15	\$ 12.97	\$ 15.31	\$ 16.02	\$ 16.49	\$ 16.96	\$ 19.30
18	16	\$ 13.20	\$ 15.60	\$ 16.31	\$ 16.79	\$ 17.27	\$ 19.66
19	17	\$ 13.44	\$ 15.88	\$ 16.62	\$ 17.11	\$ 17.59	\$ 20.03
20	18	\$ 13.69	\$ 16.17	\$ 16.92	\$ 17.42	\$ 17.92	\$ 20.41

APPENDIX F

2006-07 PAY GRADE STEP CHART

ORIG. STEPS	FY 2007	GRADE 1	GRADE 2	GRADE 3	GRADE 4	GRADE 5	GRADE 6
3	1	\$ 10.54	\$ 12.39	\$ 12.94	\$ 13.31	\$ 13.68	\$ 15.53
4	2	\$ 10.73	\$ 12.60	\$ 13.17	\$ 13.56	\$ 13.93	\$ 15.82
5	3	\$ 10.91	\$ 12.83	\$ 13.41	\$ 13.80	\$ 14.18	\$ 16.10
6	4	\$ 11.11	\$ 13.06	\$ 13.65	\$ 14.05	\$ 14.44	\$ 16.40
7	5	\$ 11.30	\$ 13.30	\$ 13.90	\$ 14.30	\$ 14.70	\$ 16.70
8	6	\$ 11.50	\$ 13.54	\$ 14.16	\$ 14.56	\$ 14.96	\$ 17.01
9	7	\$ 11.71	\$ 13.78	\$ 14.41	\$ 14.82	\$ 15.24	\$ 17.32
10	8	\$ 11.92	\$ 14.04	\$ 14.67	\$ 15.10	\$ 15.52	\$ 17.64
11	9	\$ 12.12	\$ 14.29	\$ 14.94	\$ 15.37	\$ 15.81	\$ 17.97
12	10	\$ 12.34	\$ 14.55	\$ 15.22	\$ 15.65	\$ 16.10	\$ 18.31
13	11	\$ 12.56	\$ 14.81	\$ 15.49	\$ 15.94	\$ 16.40	\$ 18.65
14	12	\$ 12.79	\$ 15.08	\$ 15.77	\$ 16.23	\$ 16.69	\$ 19.00
15	13	\$ 13.02	\$ 15.36	\$ 16.07	\$ 16.54	\$ 17.00	\$ 19.35
16	14	\$ 13.25	\$ 15.64	\$ 16.36	\$ 16.83	\$ 17.31	\$ 19.71
17	15	\$ 13.49	\$ 15.93	\$ 16.66	\$ 17.15	\$ 17.64	\$ 20.08
18	16	\$ 13.73	\$ 16.22	\$ 16.96	\$ 17.47	\$ 17.96	\$ 20.45
19	17	\$ 13.98	\$ 16.52	\$ 17.28	\$ 17.79	\$ 18.30	\$ 20.83
20	18	\$ 14.23	\$ 16.82	\$ 17.60	\$ 18.12	\$ 18.63	\$ 21.22

APPENDIX G

CHECK-OFF AUTHORIZATION

Upon receipt of a signed voluntary American Federation of State, County and Municipal Employees, AFL-CIO, Authorization for Payroll Deduction Card by an employee, the Board shall deduct from the employee=s wages the weekly union membership dues and initiation fees payable by him/her to the Union during the period provided for in said card.

The Check-off Authorization Card shall be in the following form:

BY: _____
Please Print Last Name First Name Middle

TO: _____
Name of Employer Department

Effective _____ I hereby request and authorize you to deduct from my earnings each _____ an amount sufficient to provide for the regular payment of the current rate of monthly dues established by AFSCME Local No. _____, Council No, _____ and any changes in such amount shall be so certified. The amount deducted shall be paid to the treasurer of Local Union No. _____, Council No. _____ AFSCME. This authorization shall remain in effect unless terminated by me during the thirty (30) day period following the expiration of any existing or signing of a new Agreement between the parties.

Employee=s Signature

Street Address

City and State

The Board will deduct the foregoing authorized amounts on the day in the week for the preceding week. When an employee quits, is discharged, or is laid off, any of the foregoing amounts due for either the preceding or current week will be deducted from the last payable. The Board shall furnish the treasurer of the Union monthly with a record of those employees for whom deductions have been made and the amounts of the deductions.

The Union shall indemnify and save the Board harmless against any claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board in reliance upon signed authorization cards furnished to the Board by the Union or for the purpose of complying with any of the provisions of this Article.

APPENDIX H
Seniority Listing

NAME:	LOCATION:	DATE OF HIRE:	PAY GRADE:	POSITION:
Robert Chagnon	District	12/26/67	5	Grounds & Security Foreman
Howard Chandler	J.J. Flynn	9/2/69	4	Head Custodian
Charles Benway	District	9/15/69	4	Materials Coordinator
Henry Emery	L.C. Hunt	5/7/70	4	Head Custodian
Mike Burt	Champlain	5/27/70	4	Head Custodian
Carl Terry, Jr.	District	8/23/76	3	Trades Assistant
Leonard Prive	Barnes	10/4/76	4	Head Custodian
David Burbo	District	10/30/78	3	Trades Assistant
Mark Burbo	District	11/27/78	3	Grounds/Trades Asst
Kenneth Babin	BHS	5/11/81	1	Custodian
Danny Raymond	District	2/1/82	6	Head Custodian
Wayne Raymond	BHS	8/15/82	5	Head Custodian
Karl LaBounty, Sr	District	9/12/82	3	Grounds Foreman Asst
Herb Chamberlain	Wheeler	1/4/83	4	Head Custodian
Michael Coccetti	C.P. Smith	3/12/84	4	Head Custodian
Kirk Boyd	District	7/1/86	2	Utility
James Spaulding	Edmunds	7/1/86	1	Custodian
David Major	Edmunds	7/15/86	4	Head Custodian
Richard Bessette	L.C.Hunt	9/2/86	1	Custodian
Bernard Kline	District	9/2/86	4	Custodial Coordinator
Leo Dusablon	BHS	7/27/87	1	Custodian
Robert Taft	District	8/19/87	2	Utility
Robert McGrath	BHS	9/28/87	1	Custodian
Robert Burdo	Wheeler	2/20/89	1	Custodian
Stephen Mischik	Barnes/Flynn	5/15/89	1	Custodian
Samuel Jackson	Champlain	1/1/90	1	Custodian
Chris Charbonneau	District	10/25/93	2	Utility
Leonard Ducharme, Sr.	Taft/EEEC	3/21/94	4	Single Head Custodian
Orville Billings	L.C. Hunt	10/17/94	1	Custodian
Robert Stratton, Jr.	BHS	2/20/95	1	Custodian
Susan Baxter	Edmunds	2/23/95	1	Custodian
Jonathan Benway	District	10/11/96	2	Utility
Violet Paluba	BHS	1/26/98	1	Custodian
Ron Dusablon	BHS	8/27/98	1	Custodian
John Hebert	Flynn	8/27/98	1	Custodian
Shawn Ve strand	BHS	8/31/98	1	Custodian
William Aggers	BHS/Wheeler	11/30/98	1	Custodian
Raymond Benoit	Edmunds	12/7/98	1	Custodian
James MacKinnon	District	5/3/99	6	HVAC
Robert Miller	Edmunds	6/1/99	1	Custodian
William Miller	Edmunds	1/6/00	1	Custodian
Timothy Martin	Edmunds	8/31/00	1	Custodian
Edward Charbonneau	BHS	11/17/00	1	Custodian
Michael Bowman	BHS	9/6/01	1	Custodian
James Pebler	BHS	9/26/01	1	Custodian
Jason Monniere	District	11/05/01	6	Low Voltage/Alarm Tech
Open Position	District		6	Plumber
Open Position	District		3	Painter/Trades Assistant
Open Position	District		6	HVAC

APPENDIX I
ACKNOWLEDGMENT OF ARBITRATION

We understand that this agreement between the Burlington Board of School Commissioners and AFSCME Local 1343 contains an agreement to arbitrate. After signing this document, we understand that we will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the Arbitration Agreement, unless it involves a question of constitutional or civil rights. Instead, we agree to submit any such dispute to an impartial arbitrator.

In Presence of:

BURLINGTON BOARD OF SCHOOL
COMMISSIONERS

by: _____

In Presence of:

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, A.F.L.-C.I.O

by: _____

FOR THE BARGAINING COMMITTEE:
