

**Burlington School District**

**ADMINISTRATIVE AGREEMENT**

**FOR**

**OFFICE PERSONNEL**

**July 1, 2017– June 30, 2019**

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This Agreement is entered into as of the first day of July 2017 by and between the Burlington Board of School Commissioners, Burlington, Vermont (hereinafter The Board) and the Office Personnel Employees of the Burlington School District (hereinafter the Employee).

## WITNESSETH

WHEREAS, it is the intent and purpose of the parties to set forth herein their agreement covering rates of pay, hours of work and conditions of employment and that this Agreement promote and improve the mutual interests of The Board as well as those of the Office Personnel Employees

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

### Article I Administrative Agreement for Office Personnel

#### 1.1 Recognition

The Board hereby recognizes the Office Personnel Employee group 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. Office Personnel eligible for the benefits of this Agreement are those Office Personnel scheduled to work twenty (20) or more hours per week and are included in Appendix B.

#### 1.2 Exclusions

Excluded from this agreement are supervisory, confidential, executive and managerial employees, interns, part-time employees who work less than 20 hours per week, temporary employees as defined herein, and such other employees as are listed as excluded in Appendix C. Central Office Administrative Staff who are not employed as administrative assistant in a school or for student-based programs, are excluded from this agreement. See Appendix C for a list of employees grandfathered pursuant to this agreement

#### 1.3 Definitions

Part time: The workday is defined as 4 hours and does not include a lunch break

Full time: The workday is defined as 8 hours. This excludes a thirty (30) minute unpaid lunch period.

Business day: Unless otherwise indicated herein, the term "days" when used in this Agreement shall mean business days.

#### 1.4 Employment

Candidates for employment as office personnel employees in the Burlington School District shall be recommended to the Human Resources Department by the supervisor to whom the position reports and the person in charge of the budget charge station.

Approval by the Superintendent or his/her designee is required.  
The new employee must report to the Human Resources Department as directed to fill out all required forms before he/she commences employment.

#### 1.5 General Qualifications

The candidate shall meet the qualifications as set out in individual job descriptions as updated by April 1 of each year. Qualifications may include such alternatives to the job descriptions as deemed appropriate by the Superintendent or supervisor to whom the position reports after consultation with the bargaining unit.

### Article 2 Employment Guidelines

#### 2.1 Probation

a. New employees are subject to 120 workday probation period for performance only; this does not apply to eligibility for benefits. The applicable starting hourly rate shall apply for the duration of this period. Termination during this period may be without cause and is not subject to grievance.

b. New employees must attend and complete District-designated cultural competency/Anti-bias training prior to the expiration of the probationary period.

c. Signed contracts will be issued yearly and will include a confidentiality agreement indicating that unauthorized use or disclosure of confidential information will result in disciplinary action up to and including termination of employment.

#### 2.2 Work Schedule

a. All employees will schedule their work schedule with their immediate supervisor.

b. Employees hired to work less than 12 months each year may be hired to work additional days at their hourly rate, with the prior written approval of the Superintendent or designee.

c. Annual number of workdays for individual positions are included in Appendix B, Job Classification by Position.

#### 2.3 Duty Free Lunch Period

Full time office personnel employees, whose work week consists of forty (40) hours or more, will be entitled to a thirty (30) minute, duty free, non-paid lunch period during each work day. The employee and the immediate supervisor will mutually agree upon the scheduling of the lunch period.

#### 2.4 Evaluation

A formal, written evaluation of each employee will be made each year by the immediate supervisor prior to April 1<sup>st</sup> and job descriptions updated, if needed. The evaluation will be signed by the employee at the time of the evaluation and a copy retained by the employee. The original will be filed in the employee's Personnel File at The Human Resources Office.

#### 2.5 Meeting with Human Resources

The Human Resources designee will meet with designated representative(s) of the group as requested to address concerns or matters related to the group and/or the Agreement.

### Article 3 Compensation

#### 3.1 New Hire Placement

New hires will be placed at a starting salary according to the salary scale in Appendix A with due consideration given to the selected applicant's education and experience.

#### 3.2 Salary Adjustment

Employees will receive a salary adjustment to their individual salary per Appendix A. All salary adjustments will be made at the beginning of the fiscal year.

#### 3.3 Pay Schedule and Form

All office personnel employees will be paid in 26 equal installments by direct deposit.

#### 3.4 Overtime

Overtime will require the written approval of the principal/director and will be paid at a rate of 1.5 after 40 hours/week.

#### 3.5 Longevity Pay

This section is only applicable to employees employed with the District on November 19, 2014 with no break in service.

Eligible employees will earn a salary adjustment at the completion of 5, 10, 15, 20 and 25 full years of service under this Agreement. This adjustment will be in accordance to the scale below and will be payable beginning with the first pay check of the school year following the year in which the threshold was met. For example, if an employee's 5-year anniversary is May 30, 2017, the employee will begin receiving the \$300 longevity payment in the first paycheck of the next contract year July 2017. Said adjustment shall increase the employee's total base salary for all subsequent years.

AFTER				
5 <sup>th</sup> year	10 <sup>th</sup> year	15 <sup>th</sup> year	20 <sup>th</sup> year	25 <sup>th</sup> year
\$300	\$500	\$750	\$1000	\$1500

Article 4 Leave Time

4.1 Policy

The benefits for office personnel employees described below will be prorated according to hours of work per day, and weeks of work per year. To be eligible for “full benefits” an employee must be regularly scheduled to work not less than forty (40) hours per week.

4.2 Absenteeism

Absenteeism for reasons other than that provided herein shall result in loss of full pay prorated for time absent from work.

4.3 Personal Illness

- a. Employees with a regular schedule of twelve (12) consecutive months:
  - Years 1-10 15 days
  - Years 10+ 18 days

Effective July 1, 2018, the above schedule shall end and be replaced by the following schedule which provides for accrual of paid sick time per pay period over 26 pay periods:

- Years 1-10 accrue 0.5770 days per pay period
- Years 10+ accrue 0.6924 days per pay period

- Employees hired prior to September 1, 2001 with no break in service:
  - Cumulative to 227 days
- Employees hired on or after September 1, 2001
  - Cumulative to 120 days

- b. Employees with a regular schedule of less than twelve (12) consecutive months:
  - Years 1-10 12 days
  - Years 10+ 15 days

Effective July 1, 2018, the above schedule shall end and be replaced by the following schedule which provides for accrual of paid sick time per pay period over 26 pay periods:

- Years 1-10 accrue 0.4616 days per pay period
- Years 10+ accrue 0.5770 days per pay period
- (1) Employees hired prior to September 1, 2001 with no break in

service: Cumulative to the number of days equal to their contract year, including the days allowed for the current year.

(2) Employees hired on or after September 1, 2001: Cumulative to 120 days.

c. Employees who have accumulated the maximum number of unused sick leave will begin each fiscal year (July 1 through June 30) with the annual number of sick leave days available to them per section (a) or (b) above.

However, effective July 1, 2018, once an employee's maximum of unused sick leave is reached, the employee shall not accrue more sick leave until their balance has dropped below their maximum.

d. After five (5) consecutive days of illness an employee is required to submit medical documentation of proof of illness to the principal or supervisor. After seven (7) non-consecutive days of illness in a fiscal year, an employee may be required to provide medical documentation of proof of illness to the principal or supervisor.

#### 4.4 Personal Business Days

a. Employees covered under this Agreement will be allowed four (4) days for personal business other than personal or family illness. These days are not cumulative and cannot be carried into subsequent years. They will be granted each year on July 1.

b. Whenever possible, the employee shall notify his/her supervisor forty-eight (48) hours in advance of the intent to use the personal business day. In emergency situations where notice cannot be given, the employee will call their supervisor prior to or at the beginning of the work day to notify him/her that the personal business day will be used.

#### 4.5 Bereavement Days

Office Personnel employees will be granted up to five (5) days of paid bereavement leave for a member of the immediate family to include: spouse or domestic partner, children, parent, son-in-law, daughter-in-law, mother-in-law, father-in-law, grandchildren, grandparent, brother, sister, aunt and uncle. Up to five (5) additional days may be granted as needed and will be charged to Personal Days or sick time if available; If not available it will be charged to unpaid leave.

#### 4.6 Vacation Time

a. Employees hired prior to September 1, 2001, who work 227 days, are required to work their contracted number of days at their per diem rate and therefore are not eligible for paid vacation time. Vacation days must be used by August 31 following the fiscal year and may not be carried over into subsequent years.



b. Employees hired on or after September 1, 2001, who are regularly scheduled to work twelve (12) months each year

Year 1	248 work days, .83 vacation days earned per month*
Years 2-4	238 work days, 10 vacation days
Years 5-9	233 work days, 15 paid vacation days
Years 10+	227 work days, 21 paid vacation days

\*The number of days calculated will be rounded up to the next half day, for example 4.1 days will become 4.5 days.

Effective July 1, 2018, the above schedule shall end and be replaced by the following schedule which provides for accrual of paid vacation time per pay period over 26 pay periods:

Year 1-4	accrue 0.3847 days per pay period
Year 5-9	accrue 0.5770 days per pay period
Year 10+	accrue 0.8077 days per pay period

(1) These vacation days shall be available effective the first of the month following two (2) full months of employment.

(2) As of July 1 following the date of hire, vacation days shall be calculated as of July 1 for the individual employee.

(3). Vacation days must be used by August 31 following the fiscal year and may not be carried over into subsequent years.

c. Request for vacation time must be made in advance and taken in accordance with the district and/or school schedule as approved by the principal/director with due regard to school district operations. If the employee and supervisor cannot come to an agreement, the request can be forwarded to Human Resources for further discussion.

#### 4.7 Release Time & Visiting Days

Each year, the Superintendent may grant release time without loss of pay for attendance at the following:

- a. Vermont Association of Educational Office Personnel Annual Meeting
- b. National Association of Education Office Personnel Annual Meeting
- c. Meetings, conferences, or visitations in the individual's working field

#### 4.8 Sick Leave

##### a. Leave Due to Illness or Temporary Disability

Office personnel employees who are unable to work because of medical reason associated with childbearing or any form of medical disability (illness) will have her/his job retained for a period of time equal to 120 days. During the period of medical leave, office

personnel will be entitled to pay only for that portion of his/her disability (illness) that is covered by accumulated sick leave, but he/she shall accumulate longevity for pay and benefit purposes during the entire period of the leave. (Employees may only use paid sick leave during their normal period of employment). Also, the District will continue to maintain the District's contribution toward his/her health care and other insurance for the full period of the leave. The employee will contact the Business Office to make the appropriate arrangement for the employee's portion of the insurance premium during unpaid leave.

In the event of extended illness or medical disability, two (2) weeks or longer in duration, the immediate supervisor (at her/his sole discretion) may request periodic updates as to the status of the employee's illness or disability. The immediate supervisor may, at his/her discretion, ask for a second opinion or verification of an illness or medical disability so long as the employee is not already on an approved FMLA leave. If such second opinion is requested the opinion may be obtained from a physician of the Board's choice. The cost of the second opinion will be at the expense of the District.

**b. Leave for Work Related Injury or Illness**

The Board will comply with its statutory responsibilities with regard to an employee who is absent due to work related injury or illness (workers compensation).

**4.9 Personal Leave of Absence – Unpaid**

Employees may request a personal leave of unpaid absence of up to a maximum of the two (2) years duration. Request for additional time beyond one year, but not to exceed one (1) additional year, must be supported by extenuating personal circumstances that would pose significant hardship if the extension were not granted. Employees with five or more years of continuous employment in the District shall be returned to the office position they held prior to commencing the leave of absence.

Personal leave of absence will be without benefit of pay, but during the period of absence the employee on leave will retain the following entitlement:

a. The District's contribution toward insurance during the period of the unpaid personal leave will be discontinued but the employee may participate in all insurances at the District's group rate subject to the concurrence of the insurance coverage provider.

b. Employees will receive the next year's salary increase and longevity credit if he/she works or is on paid status for half or more of the normal work year during the period of July 1 through June 30 of the year he/she is on leave.

When an employee is granted a Personal Leave of Absence one month in duration or longer, there will be no vacation or personal illness days

credited during the leave. (For example, if the leave is for a period of two (2) full months, two twelfths (2/12) of the year's entitlement for vacation and personal illness days will be deducted from the office person's accumulation of vacation and personal illness days.)

Personal leaves of absence should be requested thirty (30) days in advance and require the approval of the immediate supervisor and the office of the Superintendent of Schools. In case of emergency, the thirty (30) day advance notice may be waived with the approval of the immediate supervisor and Superintendent or his/her designee. Employees granted a leave and who wish to return to active employment prior to the end of the leave may be denied that opportunity.

**4.10 Family & Medical Leave (Please see Board Policy)**

The Board will comply with its statutory responsibilities with regard to an employee's access to Family and Medical leave. The District will run FMLA/PFLA leave during an employee's workers compensation leave where that is appropriate.

**4.11 Military Leave (Please see Board Policy)**

Military Leave of Absence shall be granted by the Board in accordance with existing state and/or federal statutes.

**4.12 Jury Duty**

Employees who are required to perform jury service, shall be paid for any necessary absence caused by such jury service. Such employees shall sign over to the District any amount received from the government as compensation for such jury service.

**4.13 Holiday – Floating**

Following are the scheduled annual holidays. With supervisor approval, an employee may choose to work on the scheduled holiday and take a later day off. Holidays may not be carried over into subsequent years.

Independence Day	New Years Day
Bennington Battle Day	Martin Luther King Day
Labor Day	Lincoln's Birthday
Columbus Day	Washington's Birthday
Veterans Day	Town Meeting Day
Thanksgiving Day	Memorial Day
Christmas Day	

**Article 5 Financial Benefits**

**5.1 Policy**

The financial benefits for office personnel employees described below will be prorated according to hours of work per day, and weeks of work per year. An eligible employee is an employee who is regularly scheduled to work not less than thirty (30) hours per week. To be eligible for "full benefits" an employee must be regularly scheduled to work not less than forty (40) hours per week.

Insurance coverage shall be subject to the waiting periods, application procedures and transfer or reapplication procedures of the carriers.

## 5.2 Health Care Insurance

a. Office personal employees who work thirty (30) hours per week or more will receive Health Care Insurance as stated below:

b. From July 1, 2017 to December 31, 2017, the Board will contribute for each employee the same monthly dollar amount that the Board paid during the 2016-2017 contract year toward the cost of health insurance coverage for the same medical insurance plans that were provided to employee's during the 2016-2017 contract year.

The amount of monthly dollar contribution by the Board shall be determined by the employee's selection of the appropriate coverage level: single, two-person or family coverage.

c. It is understood that effective midnight of December 31, 2017 the health insurance plans previously offered by the Board shall no longer be available.

d. Beginning January 1, 2018 to June 30, 2019, the Board shall contribute for each employee monthly the dollar amount, listed below, toward the premium cost of health insurance coverage made available to employees.

- Single coverage \$410.46/month
- Parent Child(ren) coverage: \$587.19/month
- Two Adult coverage: \$760.92/month
- Family coverage: \$1,152.18/month

The amount of monthly dollar contribution by the Board shall be determined by the employee's selection of the appropriate coverage level: single, adult and child(ren), two-person or family coverage.

Levels of coverage provided by the insurance plans as of January 1, 2018 shall not be reduced during the term hereof without mutual agreement of the parties, excluding changes made by the insurance providers. Such coverage shall be subject to the waiting periods, application procedures, transfer and reapplication requirement of the insurance providers: VEHI and Blue Cross Blue Shield of Vermont.

In no event will the Board be obligated to directly provide or pay for such medical coverage, but instead shall be responsible for making such insurance coverage available.

## 5.3 Health Reimbursement Arrangement

The Board will establish a Health Reimbursement Arrangement (HRA) for the Office Personnel employees that are eligible for health insurance coverage under this

section. The HRA will be available to pay out-of-pocket costs related to medical services and prescription drugs covered under the health insurance plans offered to employees.

Office Personnel employees must pay first dollar out-of-pocket costs in the following amounts:

Single: \$400.00  
Parent/Child(ren) \$800  
Two Adult: \$800  
Family: \$1,200

After reaching these out-of-pocket limits, the HRA will be available to cover additional out-of-pocket costs up to maximum amounts of:

Single \$2,100.00  
Parent/Child(ren) \$4,200  
Two Adult: \$4,200  
Family \$3,800

The fee for participation in an HRA will be deducted from an employee's pay each pay period.

The Board will make all administrative decisions not spelled out in the collective bargaining agreement ("CBA"). The Board shall retain monies not spent by the Board under this section.

#### 5.4 Health Insurance Savings Pay Back

Eligible Office personnel employees shall receive a payment if they decline health insurance coverage for a full contract year.

To be eligible for this payment, the employee must be eligible for health insurance coverage under the terms of this Agreement and the rules of the carrier, the employee must report their decision to decline coverage to Human Resources at the beginning of the contract year and demonstrate that they have adequate alternative insurance coverage. Such alternative coverage cannot be Vermont Health Connect Insurance or similar coverage or a spouse's coverage who is entitled to coverage under the Board's health insurance plan by virtue of such spouse's employment by the Board. If the employee meets the eligibility requirements, then on or before July 1 of the year following the contract year in which the employee declined coverage, the employee will receive a payment of \$2,000. Example: Eligible employee declines health insurance on July 1, 2017, then employee will receive the payment on or before July 1, 2018

#### 5.5 Life Insurance

The following Life Insurance benefits are provided by the School Department for office personnel employees who work thirty (30) hours per week or more.

Classification	Life Insurance	Accidental Death or Dismemberment
Over \$8,000 per annum	\$50,000	\$50,000
Retired Employees*	\$10,000	\$10,000

The Board will pay the full premium amount for each eligible office personnel.

Additional \$37,000 Life coverage is available to office personnel at the employee's expense. Rates as determined by employee's present age.

\*Retired Employees eligible for this benefit are those who have served (1) at least fifteen (15) years of continued service (2) are age fifty-five 55 or higher and (3) are currently retired and currently enrolled in the program. It is not available to employees who have not retired as of June 30,2017.

#### 5.6 Dental Insurance

Office personnel employees who work thirty (30) hours per week or more will be eligible for dental insurance.

The Board will pay the full premium amount for each eligible office personnel employee who elects single coverage.

The Board will pay seventy percent (70%) of the difference in cost between the cost for an individual plan and the cost of the plan selected by the office personnel employee.

#### 5.7 125 K 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 health insurance cited above remains taxable.

The Board will provide the availability of the Flexible Benefit 125 Plan that allows the employee who is scheduled on a regular basis to work thirty (30) or more hours per week during the school year the ability to pay expenses for dependent care and health care using pre tax dollars.

#### 5.8 Reimbursement for Education & Profession Development

The Board will set aside monies each fiscal year to pay for education and skills development for office personnel employees as follows:

7/1/2017	\$8000
7/1/2018	\$8000

Request for reimbursement can be made on or after July 1<sup>st</sup> of each fiscal year for courses or skills training which will be completed during that fiscal year.

Request for reimbursement will be considered on a first come, first served basis for an amount up to \$500.

Reimbursement will cover tuition, course fees, books, travel, service charges, library fees, athletic fees, registration fees, and other fees reasonably related to the educational development or skills training.

In all instances reimbursement for educational and skills training expenses will not be paid unless prior approval of the Human Resources Department has been obtained before the courses or training have begun.

If reimbursement is derived from other sources, the Burlington School District's payment will be reduced accordingly by the amount of reimbursement received from other sources.

Office personnel employees will not be reimbursed until they have submitted documentation of having satisfactorily completed the course of skills training and receipts or cancelled checks as proof of cost having been paid.

On April 15<sup>th</sup> of the fiscal year, if there are unencumbered monies remaining in the fund, office personnel employee requests for further reimbursement (if over the maximum defined above) may be considered by the Human Resources Department. This would also be on a first come, first served basis.

The Board will set half of the monies aside for a group in-service training or workshop each fiscal year to be arranged and coordinated by the members. Any unencumbered funds may not be carried over to subsequent years.

#### 5.9 City Retirement

The City of Burlington Retirement plan available to eligible employees shall be the plan as approved by the City Council and shall include any and all changes and amendments thereto approved by the City Council. For further information, please call the City Retirement Office at 865-7097.

#### 5.10 Separation

Payment will be made upon separation of employment or employees may opt for such payment to be made on January 1 of the year following their separation of employment from the District.

a. Applicable only to employees hired before September 1, 2001 with no break in service.

For the purposes of this subsection (5.9a), separation refers to retirement, resignation, elimination of position or severance other than for criminal purposes. After ten (10) years, employees, or their estate in the event of death, are entitled to one-third (1/3) of accumulated sick leave, not to exceed seventy-five (75) days at the employee's current per diem rate.

b. For employees hired after September 2001 as office personnel, with no break in service.

For the purpose of this subsection (5.9b), separation refers only to the retirement of the eligible employee. After fifteen (15) years of service in good

standing, employees who have at least 115 days of accumulated sick leave will receive \$5,000.

c. Employees hired after June 30, 2017 are not eligible for a Separation benefit.

## Article 6 Grievances

### 6.1 Grievance Procedure

A grievance is defined as being a dispute between an employee and her/his supervisor, or any member of the administration of the District, concerning the meaning or application of a specific provision as stated in the Administrative Agreement.

It is recognized by all parties that grievances should be settled at the lowest step possible. If such is accomplished it will be done without the establishment of precedent for future cases.

### 6.2 Definitions

a. A grievant is the person making the complaint.

b. All time limits in this grievance procedure consist of business days.

c. Grievance advisor: a grievance advisor may be any Office Personnel member employee chosen by the grievant to assist her/him in processing her/his grievance. The grievant may name witnesses, or other employees who may be present for any meetings, hearings, appeals, or other proceedings relating to a grievance that has been formally presented. Grievant, grievance advisor and witnesses will be given reasonable paid time off from their duties to prepare for and present their grievance.

d. Prior to the implementation of Step 1 Office Personnel may choose an informal meeting to address work related matter before filing a grievance.

### 6.3 Procedure

#### Step I

Employees may file a grievance at Step I of the Grievance Procedure if the grievance is presented to the immediate supervisor within ten (10) calendar days of the employee's having become knowledgeable of the occurrence(s) which is the basis of the grievance, or within thirty(30) calendar days of having begun the informal process of problem resolution involving an ombudsperson. A hearing will be held within five (5) business days of the supervisor's receipt of the grievance. The supervisor will give her/his written answer to the grievance within five (5) business days of the date of the hearing, or on a date agreed upon by the parties. The supervisor's answer will include the specific reasons for reaching whatever conclusion is made. If no satisfactory settlement is reached at this level, the grievance may be submitted to Step II of the grievance procedure.

In order to assist the employee in the presentation of her/his grievance, the employee



and her/his representative(s) will have access to the employee's personnel file and other information which is identified as being pertinent to the employee's complaint.

#### Step II

If the grievance is not settled at Step I, the grievant shall forward a copy of the grievance and the Step I response to the Superintendent of School or her/his designee within five (5) business days of the receipt of said Step I response.

The Superintendent or her/his designee will schedule a hearing within seven (7) business days of the receipt of the grievance and Step I response, and will give the written answer within ten (10) business days of the hearing, or on a date as agreed upon by the parties, with the specific reasons for reaching whatever conclusions are made. If satisfactory settlement is not reached at this level, the grievance may be submitted to Step III within five (5) business days of the receipt of the Step II response.

Persons who may attend the second step will include parties invited by the grievant and/or the office of the Superintendent whose testimony or information would be pertinent to the grievance. The parties shall provide a list of persons who will give testimony at the hearing at least two (2) business days prior to the hearing.

#### Step III

The Board or a Board Committee will hold a hearing on the grievance at the next regularly scheduled meeting of the Board after the receipt of the grievance. The Board will give their written answer within fifteen (15) business days of the hearing. The determination of the Board will be final and binding on all parties.

The time period specified in this procedure may be extended by mutual agreement.

#### 6.4 Grievances Involving Termination

Grievances involving the termination of employment may be started at Step II of this grievance procedure.

#### 6.5 Records and Files

All document, communication, and records dealing with the processing of a grievance will be filed separately from the personnel files of the grievant(s).

#### 6.6 No Retaliation

Employees using this grievance procedure will not be subject to reprisal or retaliation as a result of using the grievance procedure.

### Article 7 Reduction in Force/Recall Rights

#### 7.1 Notification

- a. In the event that a position covered by this Agreement is to be eliminated in the following fiscal or school year the employee(s) affected will be notified of such by April 1<sup>st</sup> of the current year.

- b. In the event that a position covered by this Agreement is to be modified substantially in the following fiscal or school year the employee(s) will be notified by April 1<sup>st</sup> of the current year.
- c. Employees receiving notice by April 1<sup>st</sup> will end their employment with the District at the end of their normal work year.

#### 7.2 Reassignment

In determining which employee is to be subject to reduction in force the school District will consider the requirements of the organization, seniority, job performance skills, and ability of individual to perform the remaining job duties. The District retains the right to determine the appropriate work assignment for the employee subject to reduction in force.

#### 7.3 Recall

- a. If a permanent vacancy exists or becomes available in the district, the employees subject to the reduction in force will be notified and allowed to be recalled to that position if the employee possesses the qualification for the position.
- b. Employees subject to reduction in force will be notified and recalled to positions for which the employee possesses the qualifications that are created within two (2) years from the reduction in force.

7.4 Challenge Employees who wish to challenge the rationale for the elimination of their position may file a grievance. The Superintendent's decision on the grievance shall be final.

### Article 8 Office Personnel Job Description and Position Level

See list of Office Personnel positions listed in Appendix B.

#### 8.1 Job Description Administration

Job descriptions will be created for all Office Personnel positions and filed in the Human Resources Department. Individual copies will be distributed to all office personnel employees.

#### 8.2 Notification of Vacancies within the System

The Human Resources Department shall post all vacancies internally for five (5) days and shall list the details of the vacancy. Thereafter, the vacancy may be posted externally.

#### 8.3 Filling Vacancies

The District shall fill the vacancy with the applicant, whether internal or external, that the District determines is most qualified.

#### 8.4 Newly Created Positions

Newly created position(s) will require a Job description with Grade Classification. Prior to submitting a newly created Office Personnel position to the Board the Human Resources Office will review the job description and classification with the Office

## Personnel Bargaining Unit.

### 8.5 Procedures for Changing Grade or Job Description

An office personnel employee or supervisor may request a change in grade or job description by following the procedure listed below by March 1<sup>st</sup> or when a position becomes vacant:

- a. A supervisor may request a change in job description or grade and will discuss the change with Office Personnel employee currently in the position. The supervisor will forward the change to the Human Resources Department who will review it and present the recommendation to the bargaining unit for approval, or return it with the reason for denial by April 1 or within twenty (20) days of submission.
- b. An office personnel employee may initiate a change and will discuss the change with her/his immediate supervisor and submit the request in writing stating the purpose and justification for the change. If the supervisor approves the supervisor will forward the change to the Human Resources Department who will review it and present the recommendation to the bargaining unit for approval, or return it with the reason for denial by April 1 or within twenty (20) days of submission.
- c. If the change is approved, Human Resources will forward the information to the Business Office to make appropriate changes to the office personnel employee's grade and salary.
- d. Appropriate notice will be sent to the bargaining unit and the change will become an addendum to the Office Personnel Agreement with signatures from both parties.
- e. Note: this procedure shall not be subject to the grievance process.

### Article 9 District Wide Close Down

In the event that the Administrative Offices of the School District and/or Administrative Offices of the various schools are closed for emergency reasons such as bomb threat, lack of heat in the building etc., those employees who are allowed to go home or stay home from their regularly scheduled work day will receive pay for that portion of the work day missed. Employees scheduled for paid or other unpaid leave during the close down will not be affected in any way by the close down.

In the event of inclement weather, employees are expected to report to work if requested by the immediate supervisor on such days when driving conditions are safe. District make-up days may be added to the school calendar at the discretion of the Administration.

**DURATION OF AGREEMENT**

This Agreement shall be effective as of the 1<sup>st</sup> day of July 2017 and shall remain in full force and effect until the 30<sup>th</sup> day of June 2019. It shall be automatically renewed from year to year thereafter unless either party shall notify the other that it desires to modify this Agreement. In the event that such notice is given, this Agreement shall remain in full force and effect during the period of negotiations and until the Agreement is signed by the parties.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals this 25 th day of August, 2017 by their duly authorized representatives.

In Presence of:



\_\_\_\_\_

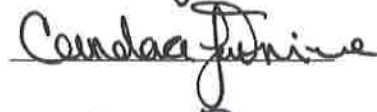
For BURLINGTON BOARD OF SCHOOL COMMISSIONERS

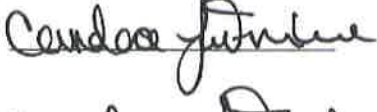
By: 


\_\_\_\_\_

In Presence of:









\_\_\_\_\_

For the OFFICE PERSONNEL

By: 







\_\_\_\_\_

APPENDIX A  
Salary Schedule

Starting Salary Hourly Rates:

Grade	2017/2018		2018/2019	
	Probation:	Cap:	Probation:	Cap:
4A & 4B	\$19.27	\$21.72	\$19.70	\$22.20
3A & 3B	\$18.39	\$20.84	\$18.80	\$21.31
2A & 2B	\$16.31	\$18.76	\$16.68	\$19.18
1A & 1B	\$15.36	\$17.81	\$15.71	\$18.21

Grade "A" indicates employees who work twelve (12) months per year  
Grade "B" indicates employees who work the school year

\*Post Probation Cap assumes:  
Education: at least four (4) years post secondary; and  
Experience: at least ten (10) years of related experience.

\*Upon successful completion of the probationary period, 120 work days (see 2.1a), newly hired employees with less education/experience than above shall receive: \$.10/hour for each year of post secondary education up to four (4) years; and/or \$.20/ hour for each year of related experience up to ten (10) years; or \$.50/ hour, whichever is greater.

Annual Increases: as included in the above table

2017/2018:	2.0%
2018/2019:	2.25%

**APPENDIX B  
Job Classifications**

<b>LOCATION</b>	<b>POSITION</b>	<b>GRADE</b>	<b>ANNUAL DAYS</b>	<b>Current FTE**</b>
Burlington High School	Student Accounts - Administrative Assistant	3A	248	1.00
Burlington High School	Grade Office - Administrative Assistant	2B	195	1.00
Burlington High School	Guidance Administrative Assistant	3A	248	0.50
Burlington High School	Student Data Base Manager	4A	248	1.00
Burlington High School	Registrar	3A	248	1.00
Burlington Technical Center	Administrative Assistant	3A	248	1.00
C. P. Smith Elementary School	Administrative Assistant	3B	205	1.00
Champlain Elementary	Administrative Assistant	3B	205	1.00
Edmunds Elementary School	Administrative Assistant	3B	205	1.00
Edmunds Middle School	Guidance Administrative Assistant	3B	205	1.00
Edmunds Middle School	Administrative Assistant	4A	248	1.00
Horizons	Administrative Assistant	2B	195	0.50
Integrated Arts Academy	Administrative Assistant	3B	205	1.00
Ira Allen Administration Center	Accounts Payable	4A	227*	1.00
Ira Allen Administration Center	Curriculum Administrative Assistant	4A	248	1.00
Ira Allen Administration Center	Grants Dept - Administrative Assistant	3A	248	0.50
Ira Allen Administration Center	EEEC Administrative Assistant	4A	248	1.00
Ira Allen Administration Center	Extended Learning	3A	248	0.50
J. J. Flynn Elementary School	Administrative Assistant	3B	205	1.00
Lyman C. Hunt Middle School	Administrative Assistant	4A	248	1.00
Lyman C. Hunt Middle School	Guidance Administrative Assistant	3B	200	1.00
OnTop	Administrative Assistant	3B	205	1.00
Sustainability Academy	Administrative Assistant	3B	205	1.00

248 days (12 month(A) employees) applicable to employees hired after September 1, 2011.

\*Current employees hired prior to September 1, 2001 work 227 days at per diem rate, and are not eligible for paid vacation days.

\*\*Current FTE column reflects FTEs as of 8/15/2017. It is understood and agreed that the District has the right to increase or decrease the number of FTEs in any position at its discretion.

**APPENDIX C**  
**Exceptions to Central Office Administrative Staff**

Listed below are those Central Office Staff Personnel that will remain in the OP contract, effective with this contract beginning July 1, 2014.

Name  
Meredith Longworth Irish  
Deborah McNamara  
Hemant Ghising  
Brenda Trackim  
Mary Hewitt





**Side Letter between Burlington Board of School Commissioner and Office  
Personnel Employees of the Burlington School District**

August 2nd <sup>SG</sup> <sup>MG</sup>  
~~July~~, 2017

**Update of Job Descriptions**

To: The Office Personnel Employees of the Burlington School District.

As discussed during bargaining, on behalf of the Burlington Board of School Commissioners, the Burlington School District Human Resources Department will commit to make a good faith effort to complete an update of the job descriptions of the positions covered by the Agreement between the Burlington Board of School Commissioner and Office Personnel Employees of the Burlington School District *on or before September 1, 2018.* <sup>SG</sup> <sup>MG</sup>

The Burlington School District

By: *Paula Gallen*

Duly Authorized



**Side Letter between Burlington Board of School Commissioner and Office  
Personnel Employees of the Burlington School District**

56 MG  
July 2, 2017

**Resolution of Contested Longevity Payments**

To: The Office Personnel Employees of the Burlington School District.

As discussed during bargaining, the parties' collective bargaining agreement for the period July 1, 2014 through June 30, 2017 contained new language regarding Longevity payments and a side letter. The parties were in dispute as to the interpretation of some aspects of those provisions.


In bargaining the successor agreement, the parties have agreed to resolve their differences as to this disputed language by rewriting the language for the future and making a one time retroactive payment to those employees whose longevity payments were affected. Thereafter the sum will be incorporated into their base salary. The District will make the following one time retro payments, net of applicable taxes, no later than 30 thirty days after the 2017-19 successor bargaining agreement is executed by both parties.

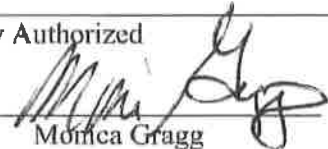
- Monica Gragg: Lump sum payment of \$500 for one year of missed payment.
- Karen Priebe: Lump sum payment of \$1,000 for two years of missed payments.
- Brenda Racht: Lump sum payment of \$500 for one year of missed payment.

Once the District makes the above referenced payments, The Office Personnel Employees of the Burlington School District and each of the individual employees waive any claim to additional longevity payments except as provided for in the successor collective bargaining agreement.

The Burlington School District

The Office Personnel Employees of the Burlington School District.

By:   
Duly Authorized Chief Negotiator

By:   
Duly Authorized Monica Gragg

  
Karen Priebe

  
Brenda Racht

