

AGREEMENT  
BETWEEN  
BURLINGTON BOARD OF SCHOOL COMMISSIONERS  
and  
FOOD SERVICE EMPLOYEES  
OF THE  
BURLINGTON SCHOOL DISTRICT  
AFSCME LOCAL 1343, COUNCIL 93, AFL-CIO

July 1, 2019 – June 30, 2020

BURLINGTON SCHOOLS FOOD SERVICE EMPLOYEES  
AFSCME COUNCIL 93, LOCAL 1343

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## ARTICLE I GENERAL PROVISIONS

### **Section 101 - Recognition**

The Board hereby recognizes the union as the sole and exclusive representative of its employees as certified by the Vermont Labor Relations Board, Docket No. 97-67, for the purpose of collective bargaining with respect to wages, hours of employment and other conditions of employment, in accordance with the laws of the State of Vermont (T.21 V.S.A., Chapter 22) respecting labor relations for public employees.

### **Section 102 - 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 103 - Notice Under Agreement**

- A. 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. Such 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 the President of Local 1343, 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 notice to it shall be given.

- B. Communications regarding "Negotiating Procedure" are governed by Article I, Section 105.

### **Section 104 - Non-Discrimination**

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, gender, gender identity, sex (including but not limited to pregnancy and parental status, marital status, race, color, creed, national origin, sexual orientation, gender expression, disability, religion, 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 designates 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 105 - Negotiations Procedure**

- A. The Board and the Union agree to meet not later than October 1, of the final year of the Agreement for the purpose of negotiations, in a good faith effort to reach agreement for the year beginning July 1 of that year 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 registered or certified mail on or before November 30, of the final year of the Agreement. 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 on any proposals submitted with respect to rates of pay and only such other matter as this Agreement specifically indicates shall be subject to renegotiations.
- B. If upon passage of at least sixty (60) days from the commencement of negotiations, the Board and the Union, through 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 22.
- C. 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.
- D. 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 106 - 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.

### **Section 107 - 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.

### **Section 108 - Duration of Agreement**

This Agreement shall be effective as of the 1st day of July 2019 and shall remain in full force and effect until the 30th day of June 2020. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, as set forth in Article 1, Section 105, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin as set forth in Article I, Section 105 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.

## **ARTICLE II MANAGEMENT RIGHTS**

### **Section 201 - 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 staffing 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.

## **ARTICLE III UNION RIGHTS AND OBLIGATIONS**

### **Section 301 - Union Security**

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

- B. 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 Food Services Department shall provide to the Union Treasurer, within five (5) days of completion of the probation period, the name date of hire, and job title of a new employee in a bargaining unit position.
- C. All bargaining unit employees who are Union members on the effective date of this agreement, shall remain Union members for the duration of this agreement (minus the 30 day window prior to the agreement's expiration). Any bargaining unit employees who join the Union during the life of this agreement shall likewise remain Union members for the life of this agreement (minus the 30 day window prior to the agreement's expiration). Members may resign their Union membership during the 30 day window prior to the expiration of this agreement by providing a signed written letter of resignation to both the District and the Union.

### **Section 302 - Union Representatives**

- A. A list of Union Stewards or other representatives shall be furnished to the Board and the Director of Food Services immediately after their designation, and the Union shall notify the Board of any changes.
- B. The bargaining unit steward (or designee) shall be afforded time to attend grievance hearings, pre-disciplinary hearings and actions that could result in discipline if such hearings or meetings are scheduled during the steward's working hours. Union representatives shall not be compensated for time spent in grievance and adjustment meetings outside their regular working hours.
- C. 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.

### **Section 303 - Visitation**

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.

### **Section 304 - No Strike - No Lockout**

- A. 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.
- B. 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.
- C. In the event of any violation of section 304(A) of this Article, 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, (2) take other prompt and vigorous steps to end the strike, work stoppage or other concerted efforts by the employees.

### **Section 305 - Bulletin Boards**

Announcements shall be distributed electronically. 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. Information to be posted on bulletin boards may be shared electronically instead of by hard copy.

## **ARTICLE IV WORKING CONDITIONS**

### **Section 401 - Hours of Work and Work Year**

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.



### **Section 402 - Work Breaks and Lunches**

All employees who begin work no later than 7:30 a.m. and cease work no earlier than 1:00 p.m. shall receive a fifteen (15) minute paid break and a twenty (20) minute paid lunch period. All employees who begin work later than 7:30 a.m. and cease work no earlier than 1:00 p.m. shall receive a twenty (20) minute paid lunch period.

Such lunch periods shall be taken at a time appropriate to the needs of the work site. Lunch periods will be posted at each work site and/or posted electronically and will be assigned by Director or designee.

### **Section 403 - Health and Safety**

- A. The Board and Union shall cooperate in the enforcement of safety rules and regulation.
- B. 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 Food Services.

### **Section 404 - Coffee**

Coffee shall be provided for all employees at all job sites.

### **Section 405 - Transfer Requests**

Transfer requests made by members of the bargaining unit shall be given good faith considerations by the Board, including an interview for the posted position. When employees competing for transfers are equal in qualifications, then seniority shall be the tie breaker.

### **Section 406 – Uniforms**

Shirts and pants will be provided by the District. Employees, at their discretion, may wear the pants provided by the District or pants of their choosing, provided pants of their choosing are approved in advance by the Director or designee. Employees shall be required to wear provided or approved clothing at all times while on duty. Employees are required to wear footwear that is safe, closed-toed, wrap-around back, and with tread. Employees must be in uniform and ready to work at the time of signing in and signing out. District provided name badges must be worn by employees at all times from the time of punching in for work to the time of punch out.

## ARTICLE V COMPENSATION

### **Section 501 - Rate of Pay**

- A. Compensation for covered food services employees who remain on the payroll as of the effective date of this Agreement shall be increased by 3.5% on an across-the-board basis effective to July 1, 2019.

The new hire rate for the duration of this contract shall be \$15.23 per hour. However, the Board may pay a new hire up to 1% less than someone with equivalent work experience.

- B. Employees shall be compensated on a bi-weekly basis. If a payday falls on a holiday, the employees shall be paid on the last business day prior thereto.
- C. Direct deposit for payroll shall be mandatory. All employees shall sign and deliver to the Superintendent, prior to the first payday of the year, a form authorizing the direct deposit of all paychecks to a specified local bank of each individual Employee's choice. Such form shall hold the School District harmless from any damages resulting from actions or inactions of any party subsequent to the School District having completed its obligations affecting the direct deposit.

### **Section 502 - Longevity**

Effective July 1, 2010 and each year thereafter employees with 10 through 14 years of service shall receive \$.05 added to their base hourly rate of pay and Employees with 15 through 19 years of service shall receive \$.10 added to their base hourly rate of pay and Employees with 20 years or more shall receive \$.15 added to their base hourly rate of pay.

### **Section 503 – Call-In Pay**

Any employee called to work a Food Service project outside of his regularly scheduled shift shall be paid for a minimum of two (2) hours pay at his/her appropriate rate. Employees will be assigned to such projects based on need and location. An employee who works at the location of the event will be contacted first.

When an employee is scheduled to work as described above and the event is canceled without 24 hours advance notice, the two (2) hour minimum pay shall apply to such employee. This Section shall not apply to training.

#### **Section 504 - Overtime**

Time and one-half (1/2) shall be paid for all hours worked in excess of forty (40) hours in a work week.

#### **Section 505 - Supervisor Work**

Supervisors (as indicated in the job descriptions) shall be paid \$.50/hour in addition to their base rate of pay. Employees who fill in for a supervisor shall be paid \$.50/hour for all time worked filling in for such supervisor when filling in for a full shift or more.

The Board and the Union agree for the 2019-2020 contract year to establish a labor management committee comprised of members of the union and management for the purpose of discussing supervisors in schools, the duties of supervisors and supervisor pay.

#### **Section 506 - Weekend Differential**

Employees who perform work on Saturday or Sunday shall be paid a weekend differential pay of \$1.50/hour.

### ARTICLE VI FRINGE BENEFITS

#### **Section 601 – Snow Day Pay**

Employees shall be paid their regular daily pay for up to three days each year when school is cancelled due to weather and employees are not required and do not report to work.

#### **Section 602 – Combined Time**

Leave shall be available July 1 each year of this agreement in the following amounts:

<u>Years</u>	<u>Days</u>
0 - 5	5
6 - 10	8
11+	11

Employees may carry over 100% of unused days up to a maximum of 20 days. Fifty percent (50%) of the unused days may be paid out at the end of the school year at the Employees request with the other 50% being carried over.

No more than two Employees shall be granted time off for the day immediately prior to and or following school breaks. To exercise seniority, Employees who request such day(s) off shall

submit a request no less than 60 days in advance and shall be granted or denied the request no later than 45 days prior to the day(s) requested. Requests for such time off shall be granted to the senior Employee(s) making such request. Once granted an Employee will no longer be eligible for time off the day immediately prior to and or following school breaks for two years unless the days are not requested off by others.

Combined time off shall not be denied without good reason with a 48 hour advance request. In cases of emergency, personal illness or necessary care of an immediate family member, an employee shall notify their supervisor as soon as reasonably possible.

Unpaid leave must have prior written approval by the Director or designee.

Combined time off may be used in increments of not less than one hour.

Newly hired employees shall be eligible for time off benefits after working 60 workdays, pro-rated from date of hire.

### **Section 603 - 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 leave 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. The Board upon request may allow additional time off with pay under this section.

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 relationship)  
Domestic Partner  
Children and Step-Children  
Parents  
Brothers  
Sisters  
Grandchildren

#### **Three Days**

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

## **Section 604 - Family and Medical Leave**

To the extent that the following statutory provisions are applicable, the Board will comply with the requirements of the federal Family and Medical Leave Act ("FMLA") and the Vermont Parental and Family Leave Act ("PFLA"). Leave pursuant to each of these acts shall be provided according to the laws and the Employer's policies and practices except as modified herein. FMLA and PFLA leave will run concurrently with Workers' Compensation benefits and/or short or long term disability leave benefits.

Any eligible employee\*\* shall be entitled to take unpaid leave for a period not to exceed twelve (12) weeks during a twelve month period for the employee's pregnancy and following the birth, adoption or foster care of his or her child.

Any eligible employee shall be entitled to take unpaid leave for a period not to exceed twelve (12) weeks during a twelve month period to care for a seriously ill spouse, child, stepchild, ward, foster child, parent, or parent of the employee's spouse, or for the employee's serious medical health condition.

For the purposes of the FMLA and the PFLA, the twelve (12) month period shall be on a rolling forward basis and an approved leave shall begin on the first day of the absence. It shall be the Board's responsibility in all circumstances for designating leave as FMLA/PFLA qualifying.

At the option of the Employee, accrued sick leave or vacation leave may be used during an approved FMLA/PFLA leave under the provisions of the FMLA/PFLA, not to exceed six (6) weeks. The combination of paid and unpaid leave shall not extend the leave taken beyond a total of twelve (12) weeks.

During the time when FMLA/PFLA leave is in use, the Board will continue any health insurance coverage customarily afforded to the employee, however, the employee will continue to be responsible for any co-payments to the extent required elsewhere in this Agreement.

Written notice of an employee's intent to take FMLA/PFLA leave shall be made in writing to the employer, including the dates leave is expected to commence, the duration of leave expected. Such notice will be made at least six (6) weeks in advance of the actual leave or as soon thereafter as practical.

Prior to return to work, employee must provide his or her health care provider's certification (relating to the condition that the leave was designated for) that he/she is fit to return to full duty.

Upon the employees return from FMLA/PFLA leave, the employee shall be offered the same or comparable position at the same level of compensation, employment benefits, or other

terms or conditions of employment existing on the day the leave began.

In the event that an employee is not eligible for FMLA/PFLA leave or has exhausted their twelve (12) week FMLA/PFLA leave in a twelve (12) month period, an employee may then, and only then, apply to the Superintendent for unpaid leave in accordance with Section 502 of this Agreement, above, on the basis of circumstances that would otherwise have qualified them for FMLA/PFLA leave, provided that any leave granted shall not exceed a total of twelve (12) months including any FMLA/PFLA leave. Applicants for unpaid leave pursuant to this paragraph may be required to provide the Superintendent with medical verification that justifies the need for such leave prior to the granting of such leave. In addition, the obligation of the Superintendent to allow the employee to return to his/her previous position or comparable position is contingent upon the employee providing medical verification that the employee may resume the duties as required in the job description for the position or equivalent position unless it is a matter of reasonable accommodation in accordance with the Americans with Disabilities Act.

**\*\*The term "eligible employee" as used in this section shall be as outlined by 21 V.S.A. Subchapter 4A and Burlington School Board Policy GCBDC Parental, Medical & Family Care Leave Policy.**

#### **Section 605 - Health Insurance**

- A. For the 2019-2020 contract year and until this coverage is replaced by the health insurance negotiated for Vermont school employees on a state-wide basis pursuant to Act 11 of the 2018 Session of the General Assembly, eligible employees shall be entitled to a single-person membership in a health care plan. For eligible employees who choose to access health care insurance, the premium cost of the health care insurance shall be paid in accordance with Section 605(C), below. Employees who select two-adult, parent/child or family coverage will pay the full amount of any additional premium above single-person membership. Employee contributions to health insurance shall be made in equal payments throughout the school year through payroll deduction.
- B. An eligible employee is defined as regularly scheduled to work thirty (30) hours per week or more who has satisfactorily completed their probationary period. Regularly scheduled employees who work less than 40 hours per week will have their health benefits pro-rated by the percentage of 40 hours they are scheduled.
- C. For eligible employees who choose to access health care insurance the Board will contribute 80% of the Gold CDHP premium toward whatever (single) plan is selected by the employee.  
With regard to out of pocket (OOP) expenses, the Board shall establish a Health Reimbursement Arrangement (HRA) for eligible employees who choose access to health

care insurance. For medical claims, the Board shall cover up to \$2,100 of out-of-pocket costs after the employee pays the first \$400.00 of out-of-pocket costs.

For eligible employees who select two-adult, parent/child or family insurance coverage pursuant to subsection A., above, the District will establish an HRA where Board contributions for medical claims to the HRA shall be:

- Two Adult: Up to \$4,200.00 after employee pays first \$800.00 of out of pocket costs.
- Parent/Child: Up to \$4,200.00 after employee pays first \$800.00 of out of pocket costs.
- Family: Up to \$4,200.00 after employee pays first \$800.00 of out of pocket costs.

The District will pay all administrative costs of HRA and make all administrative decisions. The District will authorize the third-party administrator to establish auto-payment to providers in lieu of employee reimbursements, subject to the rules and conditions established by the third-party administrator.

For prescription claims, the Board shall pay first-dollar out-of-pocket (OOP) expenses and shall also ensure that a debit card is available to employees for such prescription purposes. The Board will also enable the use of a debit card for Flexible Spending Account (FSA) spending where permitted by law.

- D. When an Employee becomes eligible for the payment of health insurance contribution and can document that they have health insurance through another means, a payment equal to 20% of the district contribution shall be made to the Employee no later than the last payroll of the fiscal year.
- E. Employees choosing to purchase health insurance shall be eligible to participate in the IRS 125 Plan implemented by the employer.

#### **Section 606 – Retirement**

The Board agrees to offer a retirement plan in accordance with the Retirement Plan offered by the City of Burlington described in the Collective Bargaining Agreement between the City of Burlington and AFSCME 93, as amended, including the same benefits and employee contributions.

#### **Section 607 - Work Related Illness or Injury**

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

### **Section 608 – Term Life Insurance**

The Board will provide group term life insurance protection for each employee who is scheduled on a regular basis to work thirty (30) or more hours per week during the school year, face amount of twenty-five thousand dollars (\$25,000.00) to be paid to the employee's estate or designated beneficiary. Employees working at least seventeen (17) hours per week who were hired prior to July 1, 2011 shall also be eligible for this benefit.

Effective on the first of the month following the 61<sup>st</sup> work day, newly hired employees shall be eligible for such term life insurance.

### **Section 609 – Membership in School Nutrition Association**

After September 1 of each year, upon request Employees shall have their membership paid, not to exceed \$43.00 per employee, to the School Nutrition Association (SNA) of Vermont. For Employees requesting membership, this is contingent upon their becoming SNA Level 1 certified within one year of this Agreement.

### **Section 610 – Employee Assistance Program**

The Board will provide the availability of the Employee Assistance Program (EAP) for each employee who is scheduled on a regular basis to work thirty (30) or more hours per week during the school year. EAP provides on an employee self elected basis, confidential assistance for personal, work and family problems.

### **Section 611 – Flex Benefit 125 Plan**

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 using pre tax dollars expenses for dependent care and health care.

Effective on the first of the month following the 61<sup>st</sup> work day, newly hired employees shall be eligible to participate in the Flex Benefit 125 Plan.

## **ARTICLE VII PERSONNEL ACTIONS**

### **Section 701 - Vacancies**

Whenever a Union job becomes vacant, the Board agrees to either post the position or notify the Union in writing that the position is being abolished.



The Board agrees that every consideration shall be given to internal applicants before hiring from outside the bargaining unit. Where internal applicants are of equal experience and abilities, the senior employee shall be given the position. Ability shall be determined by the Food Service Director through the interview process and upon the basis of the individual's performance evaluations, job description for the posted position, prior work experience and references from inside and outside the District.

### **Section 702 - Probationary Period**

The first full year 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. All provisions of this agreement shall apply to Employees in the trial period.

### **Section 703 - 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 Superintendent 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.
  - 1. 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.
  - 2. Failure to affix one's signature in accordance with this article will be sufficient grounds for discipline.
- E. 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).

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 discipline may result. 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 egregious or illegal infraction pending review thereof.

#### **Section 704 - Grievance Procedure**

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 work days unless otherwise indicated.

C. Procedure:

STEP 1: Grievance shall be made in writing directly to the Director of Food Services within ten (10) days of the alleged occurrence or reoccurrence. After meeting with the appropriate parties within ten (10) work days, the Director shall give his written answer to the grievance within fifteen (15) 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 ten (10) work days, and shall provide a written response to the grievance within fifteen (15) workdays of the Step 2 hearing. Failure by Management to respond within the required fifteen (15) work days 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, the Union may submit the grievance to arbitration in accordance with Section 705 of this Agreement.

D. No grievance shall be considered under the foregoing procedure unless it is presented in the manner set forth herein, 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 Food 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 processable only if action is taken with the time limit set out for each STEP and shall only be processable 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 705 - Arbitration**

- A. The Union, upon written notice to the Board within twenty (20) days following the unsuccessful consideration of the grievance by the Superintendent as provided in Step 2 of Section 704, 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 704 and arbitration is timely requested. If the Board and the Union are not able to agree on the selection of an arbitrator within a period of fourteen (14) 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.
- B. 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 706 - Seniority**

Seniority shall be calculated from the most recent date of hire.

#### **Section 707 - Reduction in Force**

Whenever the employer reduces the size of the workforce, employees shall be laid off on the basis of inverse seniority. The employer shall notify the Union of such reduction as far in advance as is reasonably possible.

### **Section 708 - Recall**

Employees laid off shall be recalled by order of seniority.

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 Section 705.

Seniority shall not continue to accrue during lay off.

### **Section 709 - Acknowledgment of Arbitration**

It is understood that this Agreement between the Burlington Board of School Commissioners and the Food Service employees of AFSCME Local 1343 contains an agreement to arbitrate. After signing this document, it is understood that neither party will 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 the parties agree to submit any such dispute to an impartial arbitrator.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals this  
12<sup>th</sup> day of August 2019, by their duly authorized representatives.

In Presence of:

Bonnie L. Ryden

BURLINGTON BOARD OF SCHOOL  
COMMISSIONERS

By:

[Signature]

In Presence of:

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

By:

[Signature]

FOR THE BARGAINING COMMITTEE:

[Signature]

### Appendix A

			HIRE	FY16			TOTAL
EMP	Last Name	First Name	DATE	BASE	SUPER	LONG	RATE
1466	BENNETT	ARLEEN	12/01/03	17.10	0.00	0.05	17.15
1633	BENWAY	CHARLES	07/01/07	17.10	0.00	0.00	17.10
3030	BERGER	ROBIN	09/06/12	16.19	0.00	0.00	16.19
1214	BILLINGS	JULIE	01/20/95	17.20	0.50	0.15	17.85
3529	CHAYER	SUZANNE	03/24/14	15.85	0.00	0.00	15.85
3733	COURCY	LAKSHMI	09/30/14	15.53	0.00	0.00	15.53
1037	CUSHING	BARBARA	09/01/78	17.97	0.00	0.15	18.12
1369	DAUDELIN	EILEEN	08/27/01	17.10	0.00	0.05	17.15
1428	DAVIS	JULIE	09/16/02	17.10	0.00	0.05	17.15
1696	DOAN	TINA	11/26/07	17.10	0.00	0.00	17.10
2954	DOUGLAS	KAYE	08/21/12	16.19	0.50	0.00	16.69
1389	DUCHARME	EDITH	12/04/01	17.10	0.50	0.05	17.65
1617	FOY	MELISSA	12/01/06	17.10	0.50	0.00	17.60
1228	GORDON	CINDY	04/09/96	17.15	0.50	0.10	17.75
1233	GRIFFIN	NORA	08/26/96	17.15	0.00	0.10	17.25
1319	HANNIGAN	KATHY	11/12/99	17.15	0.00	0.10	17.25
1221	HATHAWAY	DAWN	08/28/95	17.20	0.50	0.15	17.85
3353	HONDAL	JANE	08/23/13	15.85	0.00	0.00	15.85
3931	JONES	GREGORY	08/18/15	15.23	probation	0.00	15.23
2710	KINGKITTISACK	PHOSI	12/09/11	16.44	0.00	0.00	16.44
1470	LAMPHERE	SUZANNE	01/07/04	17.10	0.00	0.05	17.15
3534	LULIC	AMIR	03/17/14	15.85	0.00	0.00	15.85
3553	LUSSIER	ALICHA	10/21/15	15.23	SUBSTITUTE	0.00	15.23
1387	MCDUGAL	JANE	10/29/01	17.10	0.00	0.05	17.15
1609	MILLETTE	JAMIE	09/13/06	17.10	0.00	0.00	17.10
2537	MOODY	LISA	08/26/11	16.76	0.50	0.00	17.26
1152	NEWELL	DENISE	09/04/90	17.29	0.50	0.15	17.94
3714	OLIVER	MEAGAN	09/06/14	15.53	0.00	0.00	15.53
3618	PRIM	EVELYN	07/30/14	15.53	0.00	0.00	15.53
4121	RINEHART	JOHN	01/14/16	15.23	probation	0.00	15.23
3396	SOMO	ISMAHAN	09/23/13	15.85	0.00	0.00	15.85
3765	SUMNER	JENNIFER	08/03/15	15.23	probation	0.00	15.23
4056	TAYLOR	JILLIAN	10/28/15	15.23	probation	0.00	15.23
1705	TEMIROV	DILBAR	01/10/08	17.10	0.00	0.00	17.10
1394	THOMPSON	HOLLY	06/01/02	17.10	0.00	0.05	17.15

4120	THOMPSON	MICHAEL	01/14/16	15.23	probation	0.00	15.23
3109	VAN DYK	ALICIA	10/09/12	15.85	0.00	0.00	15.85
2707	WOODS	SUSAN	12/08/11	16.76	0.00	0.00	16.76