

AGREEMENT
BETWEEN
BURLINGTON BOARD OF SCHOOL COMMISSIONERS
AND
TECHNOLOGY SUPPORT SERVICES
OF THE
BURLINGTON SCHOOL DISTRICT
Represented by Local 1343
AFSCME
(AFL-CIO)

July 1, 2019 - June 30, 2020

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ARTICLE 1 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 22) 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 Technical Support Specialist Employees of the Burlington School District.
- B. The term "days" when used in this Agreement shall mean workdays Monday through Friday exclusive of holidays, unless otherwise indicated.
- C. The term "Board," "District", or "Department" shall mean the Burlington School District acting by and through its duly authorized administrators.
- D. The term "Supervisor" shall mean the person assigned by the Superintendent to supervise and evaluate the employees covered by this Agreement, or if no person is assigned, the Superintendent.

Section 104 - Negotiations Procedures

- A. The Board and the Union agree to meet not later than January 15 of the expiration year 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 return receipt requested on or before November 30 prior to the expiration year. If such notice occurs, 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 proposal submitted

with respect to rates of pay and only such other matters as this Agreement specifically indicates shall be subject to renegotiation.

- B. 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 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 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 any meeting that could result in the imposition of discipline. 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, Suite 2, Burlington, Vermont 05401 (or as otherwise notified). 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 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 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 fifteen (15) workdays of hiring, the name, date of hire, job title and department of a new employee in a bargaining unit position.

Section 202 - Use of Bulletin Boards

The Union may construct and maintain a 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 203 – Union Membership 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 employee who joins 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 204 – Union Work During Work Hours

The bargaining unit steward (or designee) shall be afforded time to attend grievance hearings, pre-disciplinary hearings, and actions that could result in discipline. For 2019 – 2020, the one AFSCME Chapter Chair for all Burlington School District AFSCME Units shall be afforded 40 hours paid time (excluding travel time) to attend bi-annual international convention of the American Federation of State, County and Municipal Employees (AFSCME).

ARTICLE 3 MANAGEMENT RIGHTS

Section 301 – Management Rights

- A. 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.
- B. The Board retains the right to contract with independent contractors as needed for work that is not typically part of the everyday duties of tech support, in order to meet the needs of the District.

Section 302 - Notice of Union Representatives

A list of Union Stewards or other representatives shall be furnished to the Board and the Supervisor 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 operation requirements and subject to change. The Board necessarily retains the right to schedule straight time and overtime hours and work assignments, and that it is the obligation of the employees to work as scheduled. Work schedules shall not be changed unless four (4) work days prior notice is given to the individual, except in emergency conditions.

- B. The Board reserves the right to alter the starting time and ending time of work schedules. The work year is defined as July 1 to June 30.

Section 402 – Work Day

Except as otherwise specifically provided in this Agreement, the District is committed to a workday defined as eight (8) consecutive hours of work, excluding lunch periods, within a twenty-four (24) hour period. The twenty-four (24) hour period shall commence at 12:01 a.m. and end at midnight.

Section 403 – Work Week

Except as otherwise specifically provided in this Agreement, 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 of Friday. 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.

Section 404 – Meals

Employees shall take a thirty (30) minute unpaid duty-free lunch break daily. The time of the lunch break will be determined by the Supervisor or designee, with consideration of maintaining the efficiency of the department and its employees.

Section 405 – Physical Examinations

After an offer of employment but before a person is hired, the person must submit to and pass a physical examination to determine that the person is physically capable of performing the specific essential job functions described in the job description. Physical examinations required by this Section shall be at the expense of the Board.

ARTICLE 5 LEAVES AND BENEFITS

Section 501 - Military Leave

The Board will comply with its statutory responsibilities with regard to an employee's service in the armed forces.

Section 502 - Unpaid Leave

An employee's request for unpaid leave may be granted at the discretion of the Superintendent. In no instance, however, will leave be granted for the purpose of taking other employment. Leaves of absence will not be granted for periods longer than one year. For leave

requests based on medical, medical related, and/or birth, adoption, or foster care of a child, refer first to section 505 of this Agreement.

- A. A leave of absence will be without pay, without accrual of paid leave, 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 an unpaid leave will be allowed to return to his/her previous position or to a comparable position.
- B. Employees who, without notice to the Supervisor within 3 work days from the cessation of their unpaid leave, do not return to work will be considered as having resigned from their employment with the District. Extensions to unpaid leaves may be granted with Superintendent approval, but in no case for more than one year total.
- C. The Superintendent may hire a temporary employee to fulfill the duties of the employee while on leave. Upon the conclusion of the employee's leave the temporary employment shall be terminated.

Section 503 Paid Medical Leave (Sick Leave)

- A. Ten (10) medical leave days shall be earned per fiscal year to be accrued on a pro-rated basis per pay period, and may accrue to a maximum of sixty (60) days.
- B. Medical leave is intended to cover the employee's own incapacitation due to illness or physical injury or to care for an immediate family member who is ill. Medical leave may only be used for regularly scheduled workdays. In the case where there has been a personal absence for three (3) consecutive days or seven (7) days in the fiscal year, the Supervisor or his/her designee may require a physician's certificate for each subsequent period of absence not worked as a result of illness. For purposes of this section only, the term "immediate family member" means the employee's child, stepchild or ward of the employee who lives with the employee, foster child, parent, spouse, or parent of the employee's spouse.
- C. Abuses of medical leave will be treated as individual disciplinary cases by the Supervisor.
- D. No employee shall be entitled to payment for unused medical leave upon separation from District employment.

Section 504 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 up to the maximum number of days with pay as indicated below for the purpose of attending the funeral, arranging for burial or attending the

internment. In addition, the Supervisor (or designee), may, upon written request by an employee, allow the employee to use up to one (1) day of available paid leave or may grant one (1) unpaid leave day to attend the funeral of a personal friend or member of the employee's family not mentioned below.

Immediate family for purposes of this section of the Agreement shall be defined as:

Five Days

Spouse
Domestic Partner
Children and Step-Children
Parents
Brothers
Sisters

Three Days

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

Section 505 - 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 the 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 506 - Personal Leave

Employees shall be entitled to four (4) personal days per fiscal year for the purpose of matters unable to be conducted outside of normal work hours. Permission must be requested 48 hours in advance. In the case of an emergency, an employee shall notify their supervisor as soon as is reasonably possible. Said personal days will not be used in lieu of medical or vacation leave or to extend a school break or holiday. Permission will not be denied without reason. Said personal days are not cumulative.

Section 507 - 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

** If a holiday falls on a school day, the day will be a work day for all covered employees. Covered employees may take the holiday as a "floating" holiday with pay in accordance with the conditions stated in Section 515 (C) of this Agreement. This "floating" holiday is earned as of the date of the holiday and must be used by the end of the fiscal year in which it was earned; if it is not so used it will be forfeited without pay.

- B. For Holidays that are recognized by the Board on a subsequent day (i.e. a Monday or a Friday prior to or following the actual Holiday), the Holiday for purposes of this section shall be the day the Holiday is recognized by the Board instead of the actual day if a covered employee is scheduled to work on that subsequent day and not the actual Holiday day.

Section 508 – Insurances

- A. The Board agrees to maintain in effect various types of insurance plans for eligible permanent employees, so long as they remain on the Burlington School District payroll. A summary of the types of benefits/insurances to be provided by the District are set forth in Sections 509 - 513.

The Board may itself pay the insurance benefits referred to in this Section 508, or may obtain policies or contracts from insurance companies which will administer said benefits. The Board shall have the right to change carriers and policies from time to time.

- B. In the event that, during the life of this agreement, the District is required to obtain employee health insurance through the Vermont Health Connect Insurance Exchange or a public employee health care pool; or the plan(s) initially offered to employees are no longer available; or there is a significant change in costs to the Board due to health reform mandates at the state (Vermont) or federal level; or in the event any of the several health insurance plans offered to employees in this agreement becomes subject to the excise tax under the Affordable Care Act, the Union and the Board agree to reopen Section 511 of this agreement and negotiate a new employee health insurance program.

In the event such health insurance negotiations between the Board and the Union have not been concluded ninety (90) days prior to the termination date of existing

coverage, the District is authorized to select and implement insurance coverage under an interim plan (including health insurance programs available through the Vermont Health Connect Insurance Exchange or corresponding federal exchange if available and/or required) until such time as the Board and the Union conclude negotiations. Such interim insurance plan shall be reasonably comparable in cost to the plans outlined in Section 511.

Further, the then existing employer premium contribution percentage, as specified in Section 511 herein, shall be maintained with the new insurance plan.

- C. Employee complaints regarding coverages under policies purchased by the Board must be addressed directly with the insurance company and will be adjusted in accordance with the provision of the applicable insurance contract and law.

Section 509 - Health Insurance Buy-Out

Employees covered by this agreement who are entitled to health insurance benefits as provided by the Board may elect to receive a buy-out payment in lieu of health insurance only if they meet the following conditions. The employee must submit proof acceptable to the District that he/she is enrolled in health insurance coverage, including physician and hospital coverage, and that such coverage is not health insurance provided by the District to the employee's parent, spouse, or domestic partner in the same household. If employee does receive insurance coverage by means of another employee of the District, employee will not be eligible for the buy-out described herein. The employee must also provide a written statement by which employee waives his/her right to coverage under a district health insurance plan.

If the employee can meet these conditions, then the employee shall be paid \$1,500 (the "Buy-Out Amount"). The District shall pay the employee the Buy-Out Amount on or before July 1, after the school year that the employee was eligible for the health insurance coverage. Employees who elect the buy-out but who do not complete the fiscal year will have their Buy-Out Amount prorated to reflect the portion of the fiscal year that they worked.

Section 510 - Life Insurance

The following life insurance benefits are provided for permanent Technology Support Specialist employees upon successful completion of the probationary period and application by the School District:

<u>Life Insurance</u>	<u>Accidental Death or Dismemberment</u>
\$50,000	\$50,000

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

Enrollment for the life insurance benefits described above is only available to covered employees immediately following the successful completion of the probationary period or

thereafter, during the open enrollment period and is subject to the carrier's regulations and conditions, which could include a health questionnaire, physical exam, or other necessary actions as determined by the carrier.

Section 511 - 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, two-adult, parent/child, or family membership in a health care plan. For eligible employees who choose to access health care insurance, the Board shall contribute to the premium cost of the health care insurance in the amounts as described in this Section 511. The employee shall pay the remainder of the health care premium.
- 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 be responsible for contributing toward the employee's plan selection an amount equal to 80% of the premium of the Gold CDHP plan.

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. District will pay administrative costs associated with the provision of the HRA and all administrative decisions not specified in contract will be the responsibility of the Board. 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 medical claims, Board contributions to the HRA shall be as follows:

- Single: Up to \$2,100.00 after employee pays first \$400.00 of out of pocket costs.
- 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.

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.

Section 512 - Dental Insurance

- A. Eligible employees, as defined below, shall be entitled to District paid single dental insurance coverage carried by the teachers or the majority of the employees. Eligible employees may purchase, at their own expense, two-person or family coverage. The employee's portion must be paid through payroll deduction.
- B. An eligible employee is defined as an employee regularly scheduled to work forty (40) hours per week or more and who has satisfactorily completed their probationary period.

Section 513 - 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 509 remains taxable.

Section 514 – 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 515 – Vacation Leave

- A. Vacation benefits are computed on a fiscal year basis (July 1 – June 30). Vacation leave shall be accrued on a pro-rated basis per pay period. Covered Technology Support employees who remain on the payroll on June 30, 2017 shall continue to earn 18 days of vacation leave per fiscal year. Employees hired on, or after, July 1, 2017 will earn 5 days in their first year, 10 days in years 2-6, and one additional day each additional year to a maximum of 15 days.
- B. A maximum of 10 days of the vacation allowance may be carried over into the next fiscal year, but Employees may not have more than 20 accrued days of Vacation Leave days.
- C. All request for vacation leave are subject to approval by the Supervisor in his/her sole discretion on a first come, first serve basis and with due regard to the efficient operation of schools. An employee may be permitted by the Supervisor to take his/her vacation on a day-at-a-time basis so long as at least one (1) day

notice of a request therefore is given to the Supervisor by the employee and the Supervisor gives his/her approval.

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

- D. Newly hired employees shall be eligible to accrue and take vacation leave after successfully completing their probationary period.

ARTICLE 6 COMPENSATION

Section 601 - Overtime

- A. Time and one-half (1½) hours pay for each overtime hour worked shall constitute the only compensation for overtime. Other arrangements such as compensation time will not be permitted.
- B. Time and one-half (1½) shall be paid for all hours worked in excess of forty (40) hours in a work week. Sick time, personal days (until exhausted) and paid vacation days shall not be counted as hours worked in the calculation of overtime.

Section 602 - Rates of Pay

- A. Compensation for covered Technology Support Specialists who remain on the payroll as of the date of execution of this Agreement shall be increased as outlined in Appendix A, which is attached hereto and made a part hereof.
- B. All new Technology Support Specialist employees shall be paid an amount not less than that indicated in Appendix B. New Technology Support Specialist employees may be given credit at their initial hiring for experience, education or applicable certifications.
- C. If an employee is hired at one step but, after being hired, obtains a certification or degree that would have, in the sole discretion of the Superintendent or designee, qualified him/her to be hired in a higher Group on the hiring scale outlined in Appendix B, that employee shall receive the rate of pay of that higher Group if that rate of pay is greater than the employee's current rate of pay.

Section 603 – Workers' Compensation

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 604 – Bi-Weekly Pay

All Technology Support Specialists shall be paid Bi-Weekly.

Section 605 – Direct Deposit

All Technology Support Specialists shall be paid by direct deposit. All such employees must provide the appropriate paperwork and banking documentation required by the Business Department.

Section 606 – Use of Personal Vehicles

Employees shall be compensated for the required use of their personal vehicles at the rate per mile established by the Board when requested and approved by the Supervisor of Technical Support Specialists or Designee.

ARTICLE 7 PERSONNEL ACTIONS

Section 701 – 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 paid holidays.

Section 702 - Reduction in Force

Whenever the employer reduces the size of the workforce, employees shall be laid off on the basis of promoting and/or maintaining the efficiency of the department and its employees. Job performance being equal, date of hire shall prevail. Such determinations shall be made by the Superintendent or designee in his/her sole discretion.

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 at a time when one or more employees are laid off, the senior employee on layoff will be recalled to fill such opening. Refusal of an opportunity of

recall shall be deemed to waive all recall rights under this Section 702. Recall rights under this article shall terminate six months after the date of lay off.

Section 703 - 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 Supervisor within ten (10) workdays of the alleged occurrence or reoccurrence. After meeting with the appropriate parties within ten (10) workdays, the Supervisor shall give his written answer to the grievance within fifteen (15) workdays after this meeting.

STEP 2: If the grievance is not settled at STEP 1, it may within fifteen (15) workdays 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) workdays, and shall provide a written response to the grievance within fifteen (15) workdays of the Step 2 hearing.

STEP 3: If no satisfactory settlement is reached in STEP 2, then the Union may submit the grievance to arbitration in accordance with Section 704 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) workdays 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 action was enacted by the Director, or at Step 3 if the suspension or dismissal 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 with 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 704 - Arbitration

The Union, upon written notice to the Superintendent or designee within fifteen (15) workdays following the unsuccessful consideration of the grievance by the Superintendent as provided in Step 2 of Section 703, 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 703, 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) workdays 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 705 - Discipline and Discharge

- A. An employee who has satisfactorily completed their 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 pay for the time lost.

Section 706 - Resignation Notice

Tech Support Specialists shall provide written notice of their intent to resign from their position a minimum of ten (10) workdays prior to their last day of work.

Section 707 - 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.

Section 708 – Use of Seasonal Part Time or Temporary Personnel

The Board may use Seasonal Part Time or Temporary Personnel within the following guidelines:

- A. Seasonal part time or temporary personnel may be used to provide coverage for bargaining unit employee absences due to approved paid or unpaid leave, to supplement the workforce during periods of high work load, such as summer or the first month of the school year, or under emergency conditions.
 - 1. With the exception of temporary employees hired to fill in for bargaining unit employees on approved unpaid leave, medical leave and/or military leave, each seasonal part time or temporary employee shall not be employed for longer than ninety (90) consecutive business days.
 - 2. Seasonal part time and temporary employees whose employment is limited to ninety (90) consecutive business days may be employed for longer than ninety (90) consecutive business days upon mutual agreement between the Union and the District.
- B. Seasonal part time or temporary personnel may not be used to displace permanent bargaining unit positions.
- C. Reduction in Force (RIF) recall rights of laid off bargaining unit members will not be affected by any of the provisions of this Section 708.
- D. Seasonal part time or temporary personnel will not be included in the bargaining unit and will have no benefits available to them, except as required by law. Seasonal part time or temporary personnel may work overtime when first opportunity is given to bargaining unit employees and subsequently declined.

Section 709 – Labor Management Committee – Career Development

A labor Management Committee will be established to include two members of the District Administration and two members of the Union for the purpose of discussing employee career development and advancement. The topics for consideration and discussion by this Committee shall be what and/or whether available professional development, trainings, and career advancement options are available for employees as well as what and/or whether training funds will be made available for these purposes. The parties agree to make a good faith effort to engage in these discussions, however, neither party will have an obligation to collectively bargain any of these topics outside of the regular contract bargaining process, see Section 104 of this Agreement, and neither party shall be bound to any alteration of current practice unless such alteration is agreed to in writing by the parties and affixed hereto as a side letter to this agreement.

In Presence of:

Bonnie L. Ryder

BURLINGTON BOARD OF SCHOOL
COMMISSIONERS

by:

[Signature]

In Presence of:

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES, AND MUNICIPAL

EMPLOYEES, AFL-CIO

by:

[Signature]

FOR THE BARGAINING COMMITTEE:

[Signature]

APPENDIX A

Annual increase for returning Technology Support Specialists:

2019-2020: As of the first full pay period in July, 2019: 3.5% across-the-board increase.

APPENDIX B

Minimum Starting Salary for New Hires

ALL AGREEMENT YEARS

Determinations Made at Sole Discretion of the Supervisor based on employee's experience and training:

- Group 1:** **Entry Level Employee**
Group 2: **A+ Certification or Equivalent Technology Degree and/or Training/Experience**
Group 3: **Significant (5+ years) Experience or IT Degree or Equivalent Experience/Training**
Group 4: **CIS or Equivalent Experience/Training**

Starting Salary Range:	Group 1	Group 2	Group 3	Group 4
2019/2020	LiveWage*	\$15.50-\$18.00	\$18.00-\$20.50	\$20.50-\$23.00

*City of Burlington Adopted Livable Wage

APPENDIX C

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 D

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, AND MUNICIPAL

EMPLOYEES, AFL-CIO

by:  _____

FOR THE BARGAINING COMMITTEE:

 _____
