

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

July 1, 2020 - June 30, 2022

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## AGREEMENT

This AGREEMENT, entered into as of this \_\_\_\_\_ day of November by and between the Burlington Board of School Commissioners, Burlington, Vermont (hereinafter the Board) and the Property Services Employees of the Burlington School District represented by the American Federation of State, County and Municipal Employees, AFL-CIO and its affiliated Local 1343 (hereinafter the Union) (collectively referred to herein as the “Parties”).

## **ARTICLE I GENERAL PROVISIONS**

### **Section 101 - Recognition**

The Board hereby recognizes the Union as the sole and exclusive representative of its employees (as defined below) for the purpose of collective bargaining with respect to rates of pay, hours of employment, and other conditions of employment, in accordance with laws of the State of Vermont (T.21 V.S.A., Chapter 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 Property Service Employees of the Burlington School District.
- B. The term "days" when used in this Agreement shall mean work days Monday through Friday exclusive of 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 "Director" shall mean the Director of Property Services or 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 October 1 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 on or before August 15 prior to the expiration year. 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, Burlington, Vermont 05401. Said notice may also be hand delivered to the Superintendent of Schools/receipt required.

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

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

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

### **Section 107 - No Strike No Lockout**

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

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

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

### **Section 108 - Savings Clause**

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

### **Section 109 - Non-Discrimination**

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

- B. Acts of discrimination based on race and other protected characteristics will not be tolerated by the District or the Union and all complaints will be promptly investigated and addressed in accordance with the Policies and Practices of the Burlington School District.

If the Union is made aware of a complaint involving alleged acts of discrimination based on race and other protected characteristics by a Union member, the Union may take further appropriate action (beyond those taken by the Burlington School District) to rectify the situation according to the internal processes within the Union.

Union members are empowered and encouraged (and may be mandated by State of Vermont law or Agency of Education regulation) to report any known acts of discrimination which may be suffered by students within the District to the District. Such allegations of discrimination will likewise be promptly investigated and addressed, by the District, in accordance with District Policies and Practices.

Establishing a broad anti-racist and anti-discriminatory culture based on social equity within the School District is an appropriate subject of discussion at Labor Management Committee meetings.

Both the Union and the District commit to coordinating in good faith on this important social issue and adhering to the principles outlined in this Sub-Section without resort to the enforcement and grievance procedures included in this Agreement as such provisions shall not be applicable to this Sub-Section 109 B.

#### **Section 110 - Duration of Agreement**

This Agreement shall be effective as of the 1st day of July 2020 and shall remain in full force and effect until the 30th day of June 2022. 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) days of completion of the probation period, the name date of hire, job title and department of a new employee in a bargaining unit position.

### **Section 202 - Union 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 203 - Use of Bulletin Boards**

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

### **Section 204 - Union Meetings**

Union meetings shall not occur during first shift. Union shall provide reasonable advance notice of meetings to the Director of Property Services. With the approval of the Director of Property Services or designee, employees working on the second shift shall be allowed to attend Union meetings (1 per month) without loss of pay up to two (2) hours. Permission will not be unreasonably denied. Consideration must be given to needs of the school to which they are assigned and the activities. If there are scheduled activities at the time of the meeting, the school must be kept open and staffed by the custodian assigned to it.

### **Section 205 - Union Access to Premises**

Representatives of the Union shall, upon prior request and approval from the Director of Property Services, 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 206 – Union Work During Work Hours**

The bargaining unit President shall be afforded up to 40 hours paid time (excluding travel time) to attend the bi-annual International convention of the American Federal State County Municipal Employees (AFSCME). The bargaining unit steward (or designee) shall be afforded paid time to attend grievance hearings, pre-disciplinary hearings, and actions that could result in discipline if such hearings or meetings are scheduled by the Director during the steward or designee's working hours.

## **ARTICLE 3 MANAGEMENT RIGHTS**

### **Section 301 - Management Rights**

Except as otherwise specifically provided in this Agreement, or otherwise specifically agreed to in writing between the parties, the operation of the Board departments and the direction of the working force, including the right to plan, assign work to employees; to determine the means, methods, processes, materials and equipment; to maintain the efficiency of the departments and their materials and equipment; to maintain the efficiency of the departments and their employees; to determine the 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.

### **Section 302 - Notice of Union Representatives**

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

### **Section 303 – Proof of Licensure/Certification**

Employees in positions which require license or certification shall provide such license or certification at the time of hire, upon renewal of said license or certification and when requested by the Director of Property Services or designee. Failure to maintain and provide required documentation of licensure or certification within a reasonable specified period of time may result in disciplinary action up to and including termination. Union representatives shall have access to such proof of licensure upon written request to Human Resources.

## **ARTICLE 4 WORKING CONDITIONS**

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

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

### **Section 402 - Work Day, Work Shift**

- A. Work day - Eight (8) consecutive hours of work, excluding lunch periods, within a twenty-four (24) hour period shall constitute the regular workday. The twenty-four (24) hours period shall commence at 12:01 a.m. and end at midnight.
- B. Eight (8) consecutive hours shall constitute a work shift, and all permanent employees shall be scheduled to work a regular work shift. Each work shift shall have a regular starting and quitting time, unless an employee gives his/her prior written consent otherwise.

### **Section 403 - Work Week**

- A. The work week will consist of five (5) consecutive days beginning at the start of the work day on Monday and ending at the close of the work day on Friday except for those working a third shift which may begin no earlier than 10:30 p.m. Sunday and those employees working under the schedule provided in Section 403(C) below. Notwithstanding the previous sentence, an employee may agree with the Board to work a work week consisting of five (5) consecutive days which includes Saturday and/or Sunday.
- B. An employee shall not be scheduled to work more than one (1) work shift in any twenty-four (24) hour period and shall not be scheduled to work two (2) consecutive shifts in a forty-eight (48) hour period, except in case of emergency.
- C. The Burlington School District (BSD) may hire up to two positions to work a Tuesday through Saturday or Sunday through Thursday work schedule. Additionally, BSD may continue to utilize the existing Tuesday through Saturday position hired by consent under the terms of the

current agreement. Employees hired to work a Monday through Friday schedule may not be compelled to work such a Tuesday through Saturday or Sunday through Thursday schedule. This agreement shall not prevent additional employees from agreeing to work an alternative schedule as per Section 403 (A). The definition of work day/week shall be amended to be consistent with the terms of this paragraph.

#### **Section 404 - Meals, Rest Periods and Clean Up Time**

- A. Employees shall take a thirty (30) minute unpaid duty-free lunch break daily. The time of the lunch break will be determined by the Director or designee, with consideration of maintaining the efficiency of the department and its employees.
- B. All employees work schedules shall provide for a 15 minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift whenever this is feasible. Coffee, where not provided at a job site, will otherwise be made available.

#### **Section 405 - Uniforms and Safety Equipment**

- A. The Board will provide all Property Services personnel with 5 uniform shirts annually. Best effort will be made to provide the year's allocation prior to the start of the school year. The Union will assist in making sure that uniforms will be worn by all personnel while on duty. The Board will see to it that foul weather gear (rain hats, rain coats, rain pants, and work gloves) in sufficient quantities are maintained at a central location for use by the employees on an as needed basis.
- B. The School District will reimburse an employee seventy-five dollars (\$75.00) per fiscal year toward the purchase of safety shoes. Money not expended by the employee for this purpose during the second year shall revert to the District. When the school district contributes toward the purchase of safety shoes the district will require that the shoes be worn during work hours. If an employee continually refuses to wear the shoes purchased the District may refuse to contribute to the purchase of additional safety shoes in a subsequent year. To receive reimbursement for shoes the employee must bring the shoes, along with proof of purchase of the shoe to the office of the Director of Property Services.
- C. The School District will reimburse an employee up to \$200 for the purchase of OSHA/VOSHA approved safety glasses required for the job. Money not expended by the employee for this purpose shall revert to the District. Eye examinations are at the employee's expense. Employees will exercise proper care and treatment of eyeglasses. Special items such as photography lens, cases, or other charges will not be paid for by the school district. The school district will not contribute toward the purchase of more than one pair of safety glasses per fiscal year unless the eyeglasses are damaged during the proper and safe exercise of the job. To be reimbursed an employee must bring the purchased glasses, a copy of the prescription for the glasses, and a copy of the receipt of payment to the Office of the Director of Property Services.

- D. The school district may require that all employees wear safety glasses or goggles during work hours. Employees who do not wear prescription glasses will be provided with safety eye protection. The district will not be obligated to replace broken or lost glasses.
- E. The School District shall provide one winter and one spring/fall coat per trades employee. Employees must wear the District issued coat during work hours when wearing a coat is necessary.

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

#### **Section 406 - Physical Examinations**

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

#### **Section 407 - License Requirements**

Where the District requires an employee to maintain a commercial drivers' license (CDL) or other trades license to perform his or her position, it will pay the cost of the CDL or trades license. The District will also either provide training necessary to obtain the license or pay for the necessary training if deemed reasonable by and approved in advance by the Director. Employees will be paid at their regular rate for attending trainings during working hours and time and a half for attending approved trainings during overtime hours.

### **ARTICLE 5 LEAVES AND FRINGE BENEFITS**

#### **Section 501 - Military Leave**

##### **A. Short Term**

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

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

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

## **B. Long Term**

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

## **Section 502 - Unpaid 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 509 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 Director within 3 work days from the cessation of their unpaid leave, do not return to work will be considered as having voluntarily quit 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. Employees hired prior to July 1, 2019 with less than one (1) year service shall accrue 1 1/4 days of medical leave per month. All other employees hired prior to July 1, 2019 shall be credited with 15 days of medical leave as of July 1 and 18 days after 10 years of service. All employees hired on July 1, 2019 or after shall be credited with 10 days of medical leave each year on July 1 (prorated based on date of hire).
- 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 Director 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 Director of Property Services.
- D. Probationary employees will be credited with medical leave benefits as described in sections 503. Medical leave days will not be credited as days worked for the 90 day probationary period.
- E. Employees hired prior to July 1, 1999 will continue to be eligible for the Benefit outlined in Section 505 (Severance Pay) relating to the receipt of payment for 45 days straight pay upon separation from employment, except for termination for just cause.

#### **Section 504 - Unpaid Medical Leave**

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

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

#### **Section 505 - Severance Pay**

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

#### **Section 506 - Medical Leave Bank**

- A. A medical leave bank will be maintained for use by qualified members whose medical leave, vacation leave, personal leave, both annual and accumulated, is exhausted through prolonged

illness or accident and who require additional leave to make full recovery from an extended illness. The Medical Leave Bank shall have a maximum cap of 160 days.

- B. Employees shall not qualify for consideration of extended medical leave within the framework of the medical leave bank unless they have completed one year of service to the School District.
- C. Medical leave bank days shall only be available after an employee has been employed more than one year, and after the informed employee has exhausted his entire accumulation of personal days, medical leave and vacation time.
- D. Any medical leave granted under the provisions of this Article shall expire at the end of the fiscal year. There shall be no accumulation or carryover to successive years of unused medical leave bank days beyond each applicable fiscal year by the employee.
- E. The medical leave bank shall be administered by a medical leave bank committee consisting of Director of Human Resources or designee, Business Manager and two (2) members designated by the Union.
- F. Application for benefits from the Medical Leave Bank shall be made in writing to the medical leave bank committee accompanied by a doctor's certificate as to the need for and anticipated extent of extended recovery time from the illness.
- G. Application for benefits may be made prior to the employee's exhaustion of his or her own leave to expedite benefits, but drawings upon the Bank will not commence until after the employee's own medical leave, personal leave and vacation leave are exhausted and adequate medical notification has been provided.
- H. The initial grant of medical leave by the Medical Leave Bank Committee to an eligible employee shall not exceed thirty (30) days.
- I. Upon completion of the thirty (30) day period, additional entitlement may be extended by the Medical Leave Bank Committee upon demonstration of continuing need (consistent with the process described in Section 507(G), above) by the applicant.
- J. Subject to the foregoing requirements, the Medical Leave Bank Committee will determine the eligibility for the use of the Bank and the amount of leave to be granted. The following general criteria shall be considered by the Committee in administering the Bank and in determining the amount of leave:
  - 1. Medical evidence of serious extended illness
  - 2. Prior utilization of eligible medical leave.

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



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

- K. Upon return from extended medical leave during which benefits were received through the medical leave bank, the recipient shall be entitled to commence a new accumulation of individual medical leave in accordance with the provisions of the collective bargaining agreement on the same basis as other employees.
- L. If the medical leave bank is exhausted it shall be renewed by the contribution of one (1) additional day of medical leave day by each eligible member of the staff covered by this Agreement from their annual days of sick leave. To the extent that such additional days are unused at the conclusion of the one year period, they may be carried over to the Bank in the successive school year. Individual accumulations of sick leave shall be adjusted accordingly.
- M. An annual Report will be given to the Union on status of the Medical Leave Bank by July 30th.

#### **Section 507 - 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 Director (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  
Mother-in-law  
Father-in-law

##### **Three Days**

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

#### **Section 508 - 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 509 - Personal Leave**

Employees, after one year of continuous employment shall be entitled to five (5) personal days per fiscal year for business unable to be conducted at other times. Personal days awarded after the first anniversary of the employee’s date of hire shall be pro-rated between the date of higher and the next July 1. (For example, an employee whose anniversary date is January 1 shall receive 2.5 personal days for the period between January 1 and June 30 of that year.) Said personal days will not be used in lieu of medical leave. Permission will not be denied without reason. Said personal days are not cumulative and must be requested 48 hours in advance, except in case of an emergency.

## **Section 510 – Holidays**

A. The following shall be recognized as paid holidays:

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

\* Bennington Battle Day is a work day for all covered employees. Covered employees shall be granted a Floating Holiday with pay that may be used on or after the first day of each Fiscal Year in accordance with the BSD’s day off request protocols. No such request shall be unreasonable denied.

B. Holiday Pay - Eligibility and Amount:

1. In order for holiday pay, an employee must satisfy the following requirements:
  - a. Be a permanent or probationary employee.
  - b. Have worked both the scheduled workday immediately before and immediately after the holiday unless excused by his supervisor for reasonable reasons. Reasonable reasons would be authorized sick leave, vacation leave or scheduled day off.
2. An employee absent on vacation during the week in which the holiday occurs or is observed will receive additional corresponding time off by arrangement with his/her supervisor. A

permanent employee whose scheduled day off occurs on a holiday will likewise receive additional corresponding time off by arrangement with his/her supervisor, and approval of the Director of Property Services.

3. For holidays not worked, an eligible employee will receive holiday pay based on his/her straight time earnings for the number of hours he/she would have been scheduled to work had it not been for the observance of the holiday. (see Section 403(A)).
4. When an employee is directed to work on a holiday, eligible employees shall be paid holiday pay (straight pay) plus overtime (one and one half (1.5) times) at the employee's regular rate.
5. Holidays occurring on a weekend shall be observed in accordance with the District calendar.

### **Section 511 - Vacations**

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

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

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

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

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

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

All employees hired prior to July 1, 2009 who have years of service of 180 months and over shall be entitled to the following vacation benefits: 16 2/3 hours per month

## **Section 512 - Insurances**

- A. The Board agrees to maintain in effect an insurance plans in accordance with Sections 514-516, below, for permanent employees who have completed their probationary period and met the physical requirements, so long as they remain on the Burlington School District payroll.

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

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

## **Section 513 - Health Insurance Buy-Out**

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

## **Section 514 - Life Insurance**

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

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

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

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 515 - Health Insurance**

- A. Eligible employees shall be entitled to membership in the health care plan provided by the District or by means of their employment with the District.

- B. Until December 31, 2020, eligible employees shall be entitled to single, two adult, Parent/Child or family health care plan membership provided by the District. 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.

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 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.

- C. Beginning on January 1, 2021: Health insurance and related benefits will be provided by the Board to covered employees as required by the arbitration award and the resolution of negotiations by the Commission on Public School Employee Health Benefits pursuant to the provisions of 16 V.S.A. §2101-2108.

### **Section 516 - Dental Insurance**

One hundred percent (100%) of the Connecticut General Dental Plan cost for employees only. Seventy percent (70%) of the cost of two person dental coverage or family coverage will be paid by the Board. The remaining thirty percent (30%) will be paid by the employee. Section 518 - 125 Basic Plan.

## **Section 517 – 125 Basic Plan**

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

## **Section 518 – 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 519 – Annual Leave Buyout**

At the end of each contract year (first occurring June, 2020), employees will receive payment equivalent to  $\frac{1}{2}$  of their remaining available annual Paid Medical (Sick), Personal and Vacation leave days (payment will be based on employee's wage rate at the time of buyout). Once this  $\frac{1}{2}$  of Paid Medical (Sick), Personal and Vacation leave is bought out, it will not carry forward and will not be available for use. In addition:

- A. Paid Medical (Sick) Leave only: At the end of the fiscal year,  $\frac{1}{4}$  of an employee's remaining available sick leave days will be deposited into the sick leave bank. Sick leave bank will have a maximum cap of 160 days. Remaining  $\frac{1}{4}$  of an employee's unused available sick leave days at end of fiscal year will be forfeited.
- B. Vacation Leave only: In the year following the first buyout and every year thereafter that the buyout remains in place, an employee's annual allotment of vacation leave days are available for use on July 1 of that year with the understanding that if employee leaves employment prior to conclusion of the year, employee will be required to pay the District back for those vacation leave days that were taken but not yet earned pursuant to the terms of this Agreement.
- C. Vacation and Personal Leave only: At the end of the fiscal year, remaining  $\frac{1}{2}$  of employee's unused available vacation and personal leave days will be forfeited.
- D. The intention of this Section 519 is that every employee's Paid Medical (Sick), Personal and Vacation leave balances will be zero at the end of each fiscal year (June 30) following the buyout.

## **ARTICLE 6 COMPENSATION**

### **Section 601 - Work in a Higher or Lower Pay Grade**

Whenever the Director of Property Services or designee requires an employee to work in a position that is a higher pay grade than his or her own, such employee shall be paid \$1.00 per hour greater than his/her regular rate of pay for all time performing such work. An employee may be required to perform work in a lower pay grade without additional compensation; however, such assignment shall not be made as a punitive measure.

### **Section 602 - Shift Differential**

A shift differential of \$1.30 per hour will be paid to those employees whose regular work shift begins between 12 noon and ends at 11:29 p.m. (2nd shift). Employees who regularly work the third shift which begins at 10:30 p.m. and ends at 7:30 a.m. shall be paid a \$1.30 per hour differential. This shift differential is paid only for time worked and holidays; not applicable to sick, personal, vacation, or any other non-work day. The current practice of retaining the higher rate for temporary assignments will be continued.

### **Section 603 - Overtime**

- A. Except for emergency situations, School District overtime work shall be voluntary and there shall be no discrimination against any employee who declines to work overtime in a non-emergency situation. An emergency situation shall be defined as an unforeseen occurrence which does not occur on a continuing basis.
- B. Except during emergencies exempt supervisory personnel shall not, during non working hours, perform work normally assigned to employees within the Union jurisdiction. A supervisor will be allowed to perform work normally assigned to employees only when providing instruction, or when compensating for absenteeism and lack of employees to accomplish the required tasks/jobs. Efforts to contact employees shall be made before evoking this provision.
- C. Time and one-half (1 ½) hours pay for each overtime hour worked shall constitute the only compensation for overtime. Other arrangements such as compensation time, additional vacation time, etc. will not be permitted.
- D. Time and one-half (1 ½) shall be paid for all hours worked in excess of forty (40) hours in a work week. Vacation days, sick time, and personal days (until exhausted) and holidays shall be counted as hours worked.

### **Section 604 - Overtime Protocol**

Available overtime work, when scheduled or required by the Director of Property Services or designee, shall be equitably distributed on a rotating order based on seniority as far as reasonably practical among employees in the pay grade in which the work is to be performed



on an overtime basis and second among all bargaining unit employees. Employees designated to schedule or require overtime work shall be so designated by the Director in writing.

### **Section 605 - Call In Pay**

- A. Any employee called to work outside of his regularly scheduled shift shall be paid for a minimum of three (3) hours.
- B. Employees required to be on call shall receive a daily stipend of \$25.00 per day or \$175.00 per seven day week. This stipend shall not be paid for any day that the on-call employee fails to respond to a call/page and arrive at the appropriate job site within a reasonable amount of time or fails to be of a physical and mental condition to perform all essential functions of the position. The nature of the problem for which the call is made shall be taken into consideration when determining what constitutes a reasonable amount of time.

### **Section 606 - Rates of Pay**

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

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

- B. Compensation for covered property services employees who remain on the payroll as of the execution of this agreement shall be increased by 2.5% on an across-the-board basis, retroactive to July 1, 2020 (0.5% of this 2.5% increase is hazard pay). As of the first full pay period in July, 2021, there shall be an additional across-the-board increase of 2.0%. No annual step movement shall occur throughout the duration of this Agreement.
- C. Upon hiring of a new or existing employee into a position, the employee shall be paid at the grade minimum (Appendix A) or, at the discretion of the Director, at a pay rate commensurate with their experience or licensure.

### **Section 607 - Longevity**

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

### **Section 608 - Workers Compensation**

- A. When an employee is absent for illness or accident which is covered by Worker's Compensation, the Board agrees to provide the appropriate difference between that received from insurance and the employee's average NET wage for the previous twelve (12) week period. Effective July 1, 2008 the Board shall pay the difference up to 30 work days per fiscal year, regardless of the number of occurrences. Employees shall be entitled to the difference in pay as described above that was in effect on the date of injury or illness. The Board further agrees that such an employee will be permitted to work for the Board if he/she is medically

able to do so within a two (2) year period dating from the commencement of the illness or accident. Net wage is defined by the individual's gross wages, less state, federal, and FICA taxes.

- B. Employees out due to work related injuries for periods longer than the above may supplement income with vacation leave but no other leaves. An employee returning to work and who must participate in rehabilitation, doctors' appointments, or work hardening program shall be permitted to use accumulated leave to cover such absences.

#### **Section 609 - Use of Personal Vehicles**

Employees shall be compensated for the required use of their personal vehicles at the rate per mile established by the District on September 1 of each year when requested and approved by the Director or Designee.

#### **Section 610 – Bi-Weekly Pay**

All employees shall be paid Bi-Weekly.

#### **Section 611 – Direct Deposit**

All employees shall be paid by direct deposit. All employees shall provide the appropriate paperwork and banking documentation to the Business Department.

### **ARTICLE 7 PERSONNEL ACTIONS**

#### **Section 701 - 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.
- 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 702 - Request for Change in Job Grade**

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

### **Section 703 - Seniority**

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

6. Retirement

7. Failure to be recalled from layoff after twenty-four (24) months

C. Annually the Board shall provide a Seniority List, effective July 1, to union officials not later than August 1. The union shall have 30 days to respond, no response shall be an acceptance.

#### **Section 704 - Probationary Period**

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

#### **Section 705 - Layoff and Recall**

A. Whenever a layoff becomes necessary, bargaining unit employees will be laid off on the basis of their seniority within their job title (see Appendix A). Those employees with the least seniority in the job title shall be laid off first. An employee shall be guaranteed at least six (6) weeks notice of a layoff. Employees who are notified of their impending layoff may exercise their right to bump. Employees are only entitled to bump the employee with the least seniority in their grade or the employee with the least seniority in the grade(s) below theirs, if one exists, with Grade C being the highest and Grade A being the lowest. The employee who bumped downward will be paid the same amount as the employee with the closest comparable seniority in the lower grade that does not exceed the employee's current wage. However, an employee who bumps downward shall be entitled to receive an additional one time increase to their base pay of 1% of their new wage for every year of seniority above the employee with the closest comparable seniority whose wage they are to be paid. When an Employee is notified of his/her impending layoff, the employee must notify the Director of Property Services within 5 days if she/he is electing to bump. An employee so bumped may also exercise these rights if notice to the Director is provided within five (5) days of being bumped and there is a lower grade to bump into.

For the duration of the 2019-2020 contract year, the Board will not RIF any of the current Head Custodian positions.

B. 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. The laid off employee shall have seven (7) working days from the date the letter is posted to notify the Director of Property Services in writing 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 grade from which an employee is laid off, at a time when one or more employees are laid off from the job grade, the senior employee on layoff from the job grade 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 grade from which he/she was transferred, or, if the employee is on layoff, his/her refusal shall terminate his/her seniority under this section.

### **Section 706 - Vacancies**

Whenever a Union job becomes vacant, the Board agrees to either post the job vacancy or notify the Union in writing that the position will be left unfilled or is being abolished within fifteen (15) days from the date the vacancy commenced. If the vacancy is posted, the job will be filled by personnel adjustment within the bargaining unit in accordance with seniority provided the applicants are of equal ability or by applicant outside the bargaining unit if such individuals are more qualified for the position than those collective bargaining unit employees who apply for the position. Ability and qualifications shall be determined by management through the interview process and upon the basis of the individuals' performance, evaluations, job description for the posted position, prior work experience and references from inside and outside the district. Notice of vacancies stating the pay grade, location, effective date, rate of pay, qualifications and shift will be posted online for a period of five (5) working days. If the position is not to be left unfilled or abolished, and a Union member bids for the position, the Director of Property Services shall consider the applicants and award the position within fourteen (14) days from the date of the last interview following the close of the job posting, effective on the date shown on the posting. At the request of the Union, the Director will provide an interview scheduled within 3 days. The Board reserves the right to leave unfilled or abolish any job which becomes vacant.

### **Section 707 - Transfers Other Than Layoff**

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

### **Section 708 - Job Exchange/Swap**

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

### **Section 709 - Grievance Procedures**

- A. A grievance is defined as being a dispute between the parties as to the meaning or application of a specific provision of this Agreement or a claim that the Board has taken disciplinary action

without just cause. It is the intention of the parties that grievances be settled at the lowest step possible.

- B. Definition: For the purpose of this procedure, one (1) day shall mean twenty-four (24) hours, following the receipt of grievance or answer to a grievance. All days shall be workdays unless otherwise indicated.

C. Procedure:

STEP 1: Grievance shall be made in writing directly to the Director of Property Services within ten (10) days of the alleged occurrence or reoccurrence. The grievance shall specify the section(s) of the contract that are alleged to have been violated and a detailed description of the alleged violation. After meeting with the appropriate parties within ten (10) workdays, 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) workdays, 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) workdays at Step 2 will result in an automatic appeal by the Union to Step 3.

STEP 3: If no satisfactory settlement is reached in STEP 2, then the Union may submit the grievance to arbitration in accordance with Section 710 of this Agreement.

- D. No grievance shall be considered under the foregoing procedure unless it is presented in the manner set forth herein within ten (10) working days after the occurrence (s) or reoccurrence(s) of the basis of the grievance, and in order to be considered further such grievance must also be advanced to each STEP within the time limits of this Article. A grievance based upon a suspension or dismissal may be initiated at STEP 2 if the suspension or dismissal action was enacted by the Director of Property Services, or at Step 3 if said action was enacted by the Superintendent (or designee). A grievance may be withdrawn at any time without prejudice.
- E. A grievance shall be subject to this procedure only if action is taken within the time limit set out for each STEP and shall only be subject to this procedure by or in conjunction with the Union representative. The settlement of a grievance in any case shall not be made retroactive for a period exceeding the date of commencement of the grievance procedure as above outlined.

## **Section 710 - Arbitration**

The Union, upon written notice to the Superintendent or designee within fifteen (15) days following the unsuccessful consideration of the grievance by the Superintendent as provided in Step 2 of Section 709, may request arbitration of any grievance which involves the interpretation or application of a specific term or provision of this Agreement. Arbitration is possible only if such grievance has not been settled after being fully processed through the grievance procedure in

accordance with the time limits and provisions of Section 709, and arbitration is timely requested. If the Superintendent and the Union are not able to agree on the selection of an arbitrator within a period of ten (10) days of the date of such written request, such grievance may be referred by either party to the Federal Mediation and Conciliation Service for the selection of an arbitrator, in accordance with the rules of the service. If the grievance is not so referred within thirty (30) calendar days after the request for arbitration, it shall be considered settled and shall no longer be subject to the grievance or arbitration provisions of this Agreement. The parties shall share equally in the compensation and expense of the arbitrator. The decision of the arbitrator shall be final and binding upon the parties.

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

### **Section 711 - 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 712 - Discipline and Discharge**

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

- E. Failure to affix one's signature in accordance with this article will be sufficient grounds for discipline.
- F. Records of disciplinary action or written complaints may only be removed if requested by the employee and agreed upon in a meeting between the Union Steward, employee and the Superintendent or designee.

### **Section 713 - Safety and Health**

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

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

The District shall abide by all Vermont Occupational Safety and Health regulations.

### **Section 714 - Resignation Notice**

Property Services employees shall provide written notice of their intent to resign from their position a minimum of ten (10) work days prior to their last day of work. With the exception of instances of medical incapacity, an employee who fails to provide such notice shall forfeit any accrued leave payouts.



IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals  
this 30 day of November 2020, by their duly authorized representatives.

In Presence of:

BURLINGTON BOARD OF SCHOOL  
COMMISSIONERS

by: [Signature]

In Presence of:

AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES AFL - CIO

by: [Signature]

FOR THE BARGAINING COMMITTEE:

[Signature]

## **APPENDIX A**

### **BURLINGTON SCHOOLS PROPERTY SERVICES PAY GRADES**

#### Section A: Job Grades

##### Grade A

Daytime custodian, evening custodian, roving custodian

##### Grade B

Head custodian, general maintenance, utility

##### Grade C

HVAC technician, electrical technician, plumber, mechanic technician, foreman, coordinator

#### Section B: Minimum Starting Hourly Wage

Grade A: \$16.50

Grade B: \$17.00

Grade C: \$17.50

## APPENDIX B

### 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 C  
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: \_\_\_\_\_

*[Signature]*

In Presence of:

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

by: \_\_\_\_\_

*[Signature]*

*[Signature]*

FOR THE BARGAINING COMMITTEE:

*[Signature]*