

AGREEMENT  
BETWEEN  
BURLINGTON BOARD OF SCHOOL COMMISSIONERS

AND  
Local 1343  
AFSCME  
(AFL-CIO)

July 1, 2022 - June 30, 2025

CHAPTER 3 – BUS SERVICES

SCHOOL BUS DRIVER AND SCHOOL BUS AIDE AGREEMENT

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## AGREEMENT

This AGREEMENT, entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ by and between the Burlington Board of School Commissioners, Burlington, Vermont (hereinafter the Board) and the School Bus 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

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

#### Section 102 - Rights to Join Union & Obligation to Represent

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

#### Section 103 – Definitions

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

#### Section 104 - Negotiations Procedures

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

#### Section 105 - Responsibilities of the Parties

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

#### Section 106 - Notice Under Agreement

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

#### Section 107 - No Strike No Lockout

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

#### Section 108 - Savings Clause

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

#### Section 109 - Non-Discrimination

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

#### Section 110 - Duration of Agreement

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

**Section 111 - Final Resolution**

**SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.**

**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 and job title of a new employee in a bargaining unit position.

**Section 202 - 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 203 - 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.

**ARTICLE 3  
MANAGEMENT RIGHTS**

**Section 301 - Management Rights**

**SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.**

**Section 302 - Notice of Union Representatives**

**SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.**

**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.
- B. The Board reserves the right to alter the starting and ending time of work schedules. The work year is defined as not less than 177 workdays during the student school year plus additional workdays scheduled at the discretion of the Director of Property Services. Additional workdays will be paid on a per diem basis.
- C. Summer school schedules will be determined and communicated to the Union by May 15 of each school year. Upon receiving notice of summer school schedule, employees will indicate availability to work during the summer school schedule no later than May 20. The District shall notify such employees of the date on which they will be expected to return to work at the end of summer recess. Employees reserve the right of first refusal for such summer work.
- D. In the event that school is cancelled prior to an employee being punched-in, that day shall not count as a workday and the employee shall not work or be paid. In the event that school is cancelled after an employee has punched in, the employee shall work a normal workday.

**Section 402 – Work Day, Work Shift**

The workday is defined as eight (8) hours of work, excluding lunch periods, with a maximum spread time of any split shift limited to 12 hours, within a twenty-four (24) hour period. The twenty-four (24) hour period shall commence at 12:01 a.m. and end at midnight. The District reserves the right to employ hourly employees should the need arise for less than an eight (8) hour shift.

**Section 403 – Work Week**

The workweek will consist of five (5) consecutive days beginning at the start of the workday on Monday and ending at the close of the workday on Friday.

**Section 404 – Meals**

A thirty-minute unpaid, duty free lunch period shall be scheduled by the Director of Property Services for any employee scheduled to work for eight (8) consecutive hours.

**Section 405 – Uniforms and Safety Equipment**

- A. The District agrees to provide approved safety glasses, not to exceed \$200 per employee, when it is determined that safety goggles are not sufficient. The District agrees to replace eyeglasses

damaged or destroyed in the course of duty. Employees will exercise proper care and treatment of eyeglasses. Eye examinations are at the employee's expense.

- B. The School District shall provide one winter and one spring/fall coat per bus services employee. Employees must wear the District issued coat during work hours when wearing a coat is necessary. The District shall order all coats.
- C. 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 ones job shall be replaced upon appropriate proof of damage/ruin when accompanied with a written explanation of causal factors. To receive a replacement coat the employee must bring the old coat to the office of the Director of Property Services.

#### **Section 406 – CDL and Job Requirements**

- A. Where the District requires an employee to maintain a commercial drivers license (CDL) to perform his or her position, it will pay the cost of the CDL. This cost will include paying for the physical exams associated with obtaining bus endorsement. If the Department of Motor Vehicles is unable to schedule CDL renewal during non-work hours, employees will be released with pay for a maximum of two hours to complete the license renewal. The District will also either provide the 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. If the District offers a training during working hours and an employee does not attend the training offered by the District, the employee will not be paid for attending a training outside of regular working hours unless approved in advance by the Director.
- B. Each employee shall meet the requirements of 23 V.S.A Chapter 39, including but not limited to obtaining and maintaining the appropriate Class and Type commercial driver license in order to legally operate all type school buses owned and/or leased by the District for the entirety of the employee's employment with the District under this Agreement.
- C. Failure to obtain and/or maintain the appropriate commercial driver license Class and Type as required in Section 406(A) shall result in the employee's suspension without pay until such time as the employee becomes appropriately licensed.
- D. Any and all bus drivers may be required to perform student supervision and assistance duties at the direction of the Director of Property Services.
- E. All employees are required to obtain and maintain current Cardio Pulmonary Resuscitation (CPR) Certification.

**ARTICLE 5  
LEAVES AND FRINGE 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 507 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. Eight (8) days of medical leave days shall be earned per fiscal year to be accrued on a pro-rated basis per pay period.
- B. Employees who are scheduled to work during the entire summer recess shall have an additional three (3) sick leave days available.
- C. Sick leave days may be accrued to a maximum of 60 days.
- D. Medical leave is intended to cover the employee's own incapacitation due to illness or physical injury. 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 five (5) days in the fiscal year, the employee shall provide a physician's certificate for each subsequent period of absence not worked as a result of illness.



- E. Abuses of medical leave will be treated as individual disciplinary cases by the Director of Property Services. The Director of Property Services may require a doctor's certificate for illness at any time for habitual absenteeism.
- F. Employees shall be allowed to use a maximum of 5 days medical leave per year when a member of their immediate family is ill.
- G. Bus service employees shall be a part of the Section 507 Medical Leave Bank established for property service employees under the same terms and conditions applicable to such property services employees.

**Section 504 - Unpaid Medical Leave**

**SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.**

**Section 505 - Severance Pay**

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. For employees hired on and after the effective date of this Agreement the maximum benefit under this Section shall be one-fifth (1/5) of such unused accumulated medical leave.

**Section 506 - 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 507 - 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 508 - Personal Leave**

- A. Employees shall be entitled to personal days for the purposed of legal and business matters unable to be conducted outside of normal work hours. Permission must be requested 48 hours in advance indicating the specific reason for the request. In the case of an emergency, an employee shall notify their supervisor as soon as is reasonably possible. Employees shall be entitled to three (3) personal days per fiscal year for business unable to be conducted at other times. Said personal days will not be used in lieu of medical leave. Permission will not be denied without reason. Said personal days are not cumulative.
- B. Employees who are scheduled to work during the entire summer recess shall be entitled to one (1) additional personal day.
- C. Current employees, those employed as of December 1, 2003, see Appendix B, are entitled to four (4) personal days per fiscal year during such time as they are subject to this Agreement.

#### **Section 509 - Holidays**

- A. With the exception of those employee(s) covered under Section 509(B), below, Bus Services employees shall be entitled to the following four (4) paid holidays per fiscal year: Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day.
- B. Bus Services Employees employed as of December 1, 2003, are entitled to 12 paid holidays days per fiscal year during such time as they are subject to this Article.
- C. For the purposes of Section 509(B), above, the following shall be recognized as paid holidays:

New Year's Day	Town Meeting Day	Veteran's Day
Memorial Day	Independence Day	Labor Day
Bennington Battle Day	Thanksgiving Day	President's Day

Christmas Day

Day after Thanksgiving

Martin Luther King Day

D. Juneteeth shall be a paid holiday, that is a floating holiday if school is in session.

**Section 510 – Insurances**

A. The Board agrees to maintain in effect an insurance plan for eligible permanent employees in accordance with Sections 512-514, below, 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 510, 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 511 - 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.

**Section 512 - Life Insurance**

The following life insurance benefits are provided for permanent Property Services employees upon 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 513 - Health Insurance**

A. Eligible employees shall be entitled to 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. 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 contribute towards the employee's plan selection an amount equal to 80% of the Gold CDHP plan and the employee shall pay the remainder.

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 514 - Dental Insurance**

- A. Eligible employees shall be entitled to 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 regularly scheduled to work thirty (30) hours per week or more.

**Section 515- 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 511 remains taxable.

**Section 516 – 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 517 – Vacation Leave**

Vacation shall available for all covered employees who worked 220 days, including sick days, or more in the previous fiscal year in accordance with the following schedule. (July 1 to June 30)  
Effective 7/1/2008.

5 Years or less – 5 days (prorated for start date)

6 to 15 years –10 days

More than 15 years – 15 days

This vacation cannot be taken when students are in school, either during the regular school year or summer session.

While vacation leave will be front loaded on each July 1, employees who reach an anniversary date that triggers a higher accrual rate from July 2 to June 30 shall have additional vacation time awarded on said anniversary date on a prorated basis.

**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 workweek. Sick time, personal days (until exhausted) and paid holidays (if applicable) shall be counted as hours worked.

**Section 602 - Rates of Pay**

- A. Compensation for covered bus services employees who remain on the payroll as of the date of execution of this Agreement shall be increased 5% on an across-the-board basis, retroactive to the first full pay period in July 2022. As of the first full pay period in July, 2023, there shall be an additional across-the-board increase of four and one-half (4.5%) percent. As of the first full pay period in July, 2024, there shall be an additional across-the-board increase of three (3.0%) percent. Step movement shall not occur throughout the duration of this Agreement. On July 1 of year three (3) of this Agreement (2024), employees with one or more complete years of service shall receive \$0.10 per hour in longevity pay. Employees shall receive an additional \$0.10 per hour in longevity pay each July 1 thereafter.
- B. Retroactive to July 1, 2022 employees who are required to have a CDL shall receive a Market Factor Adjustment of \$0.50 per hour, and all other covered employees shall receive a Market Factor Adjustment of \$0.10 per hour.
- C. Newly hired bus drivers may be hired into a step rate up to step 5 commensurate with their years of experience on the following grid:

Step	2017/19
1	\$16.79
2	\$17.13
3	\$17.48
4	\$17.83
5	\$18.18
6	\$18.55
7	\$18.91
8	\$19.29

- D. Newly hired bus aides shall, at the discretion of the director, be paid at a rate commensurate with their experience and licensure, but not less than the City of Burlington Livable Wage. If a bus aide is licensed and required to drive a bus, he or she shall be paid the greater of the Step 1 bus driver rate or his or her current bus aide rate for the hours spent driving the bus.
- E. Employees who voluntarily accept summer work per Section 401(C) will be compensated at their regular hourly rate.

**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 employees shall be paid bi-weekly.

**Section 605 – 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 - 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 702 - Layoff and Recall**

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

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, and the employee's refusal shall terminate his/her seniority under Section 701, above.

Seniority shall not continue to accrue during lay off.

### **Section 703 – 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 704 - Vacancies**

Whenever a Union job becomes vacant, the Board agrees to either post the job vacancy or notify the Union in writing that the position is being abolished within thirty (30) workdays from the date the vacancy commenced.

### **Section 705 - 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) workdays 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) 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. 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 706 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 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 706 - 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 707 - 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 704, may request arbitration of any grievance which involves the interpretation or application of a specific term or provision of this Agreement. Arbitration is possible only if such grievance has not been settled after being fully processed through the grievance procedure in accordance with the time limits and provisions of Section 704, and arbitration is timely requested. If the 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 708 - Discipline and Discharge**

- A. An employee shall not be suspended or discharged except for just cause. Such action by the Superintendent or 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: oral reprimand, written reprimand, suspension (notice in writing) or discharge. Said disciplinary action shall be imposed by the Director of Property Services and/or the Superintendent based upon the nature of the infraction. 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 derogatory material regarding 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 request reproduction 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 the removal is agreed upon in a meeting between the Union Steward, employee and the Superintendent or designee.

**Section 709 - Resignation Notice**

Bus services employees 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. 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 7th day of February, 2023, by their duly authorized representatives.

In Presence of:

BURLINGTON BOARD OF SCHOOL  
COMMISSIONERS

Joseph E. Marshall

by: [Signature]

In Presence of:

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

by: [Signature]

FOR THE BARGAINING COMMITTEE:

[Signature]

**APPENDIX 1**

**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.

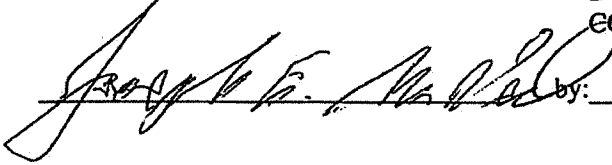
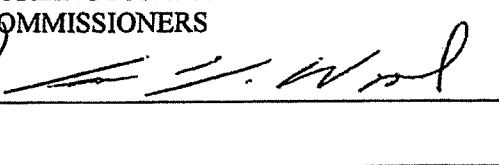
The Union shall indemnify and save the Board harmless against any claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board in reliance upon signed authorization cards furnished to the Board by the Union or for the purpose of complying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

**APPENDIX 2  
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.

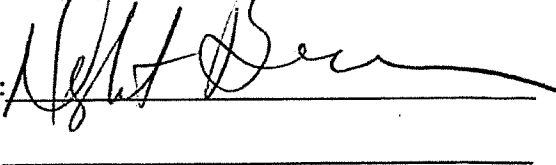
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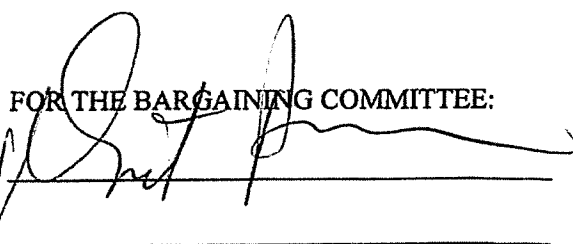
BURLINGTON BOARD OF SCHOOL  
COMMISSIONERS

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

In Presence of:

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

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

  
FOR THE BARGAINING COMMITTEE:  
\_\_\_\_\_