

AGREEMENT
BETWEEN
BURLINGTON BOARD OF SCHOOL COMMISSIONERS
and
AFSCME LOCAL 1343, COUNCIL 93, AFL-CIO
Chapter 2, FOOD SERVICE EMPLOYEES

July 1, 2022 – June 30, 2025

BURLINGTON SCHOOLS FOOD SERVICE EMPLOYEES
AFSCME COUNCIL 93, LOCAL 1343

	PAGE
ARTICLE I	4
Section 101 - Recognition	4
Section 102 - Savings Clause	4
Section 103 - Notice Under Agreement	4
Section 104 - Non-Discrimination.....	4
Section 105 - Negotiations Procedure	4
Section 106 - Responsibilities of the Parties	4
Section 107 - Final Resolution	4
Section 108 - Duration of Agreement	4
ARTICLE II	5
Section 201 - Management Rights	5
ARTICLE III	5
Section 301 - Union Security	5
Section 302 - Union Representatives	5
Section 303 - Visitation.....	5
Section 304 - No Strike - No Lockout.....	5
Section 305 - Bulletin Boards	5
ARTICLE IV.....	6
Section 401 - Hours of Work and Work Year.....	6
Section 402 - Work Breaks and Lunches	6
Section 403 - Health and Safety.....	6
Section 404 - Coffee.....	6
Section 405 - Transfer Requests.....	6
Section 406 – Uniforms.....	6
Section 407 – Paid Holiday	7
ARTICLE V	7
Section 501 - Rate of Pay	7
Section 502 - Longevity	7
Section 503 – Call-In Pay.....	8
Section 504 - Overtime	8
Section 505 - Supervisor Work	8
Section 506 - Weekend Differential.....	8
ARTICLE VI.....	9
Section 601 – Snow Day Pay	9
Section 602 – Combined Time.....	9
Section 603 - Bereavement Leave.....	10
Section 604 - Family and Medical Leave.....	10
Section 605 - Health Insurance	10
Section 606 - Retirement.....	10
Section 607 - Work Related Illness or Injury.....	10
Section 608 – Term Life Insurance	11
Section 609 – Membership in School Nutrition Association	11
Section 610 – Employee Assistance Program.....	11

Section 611 – Flex Benefit 125 Plan..... 11

ARTICLE VII..... 12

Section 701 - Vacancies 12

Section 702 - Probationary Period 12

Section 703 - Discipline and Discharge 12

Section 704 - Grievance Procedure 12

Section 705 - Arbitration..... 12

Section 706 -Seniority 12

Section 707 –Reduction in Force 12

Section 708 -Recall 12

Section 709 - Acknowledgment of Arbitration 13

Signature Page..... 14

Appendix A 15

**ARTICLE I
GENERAL PROVISIONS**

Section 101 - Recognition

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

Section 102 - Savings Clause

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

Section 103 - Notice Under Agreement

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

Section 104 - Non-Discrimination

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

Section 105 - Negotiations Procedure

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

Section 106 - Responsibilities of the Parties

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

Section 107 - Final Resolution

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

Section 108 - Duration of Agreement

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

**ARTICLE II
MANAGEMENT RIGHTS**

Section 201 - Management Rights

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

**ARTICLE III
UNION RIGHTS AND OBLIGATIONS**

Section 301 - Union Security

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

Section 302 - Union Representatives

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

Section 303 – Visitation

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

Section 304 - No Strike - No Lockout

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF

Section 305 - Bulletin Boards-

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

**ARTICLE IV
WORKING CONDITIONS**

Section 401 - Hours of Work and Work Year

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

Section 402 - Work Breaks and Lunches

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

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

Section 403 - Health and Safety

- A. The Board and Union shall cooperate in the enforcement of safety rules and regulation.
- B. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety. The determination of this Article shall be made by the Director of Food Services.

Section 404 - Coffee

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

Section 405 - Transfer Requests

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

Section 406 – Uniforms

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

Section 407 – Paid Holiday

Juneteenth shall be a paid holiday which shall be a floating holiday if school is in session.

**ARTICLE V
COMPENSATION**

Section 501 - Rate of Pay

- A. Compensation for covered food services employees who remain on the payroll as of the date of execution of this Agreement shall be increased by five (5%) percent on an across-the-board basis, retroactive to July 1, 2022. . Additionally, all such employees shall receive an additional market factor adjustment (MFA) of twenty (\$.20) cents per hour. 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 payroll in July, 2024, there shall be an additional across-the-board increase of three (3%) percent.

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

- B. Employees shall be compensated on a bi-weekly basis. If a payday falls on a holiday, the employees shall be paid on the last business day prior thereto.
- C. Direct deposit for payroll shall be mandatory. All employees shall sign and deliver to the Superintendent, prior to the first payday of the year, a form authorizing the direct deposit of all paychecks to a specified local bank of each individual Employee's choice. Such form shall hold the School District harmless from any damages resulting from actions or inactions of any party subsequent to the School District having completed its obligations affecting the direct deposit.
- D. Hiring and Retention Bonuses- SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF,

Section 502 - Longevity

Effective July 1, 2010 and each year thereafter employees with 10 through 14 years of service shall receive \$.05 added to their base hourly rate of pay and Employees with 15 through 19 years of service shall receive \$.10 added to their base hourly rate of pay and Employees with 20 years or more shall receive \$.15 added to their base hourly rate of pay. However, notwithstanding the foregoing, longevity payments hereunder shall be per Chapter 1 hereof commencing as of July 1, 2024

Section 503 – Call-In Pay

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

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

Section 504 - Overtime

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

Section 505 - Supervisor Work

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

Section 506 - Weekend Differential

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

ARTICLE VI FRINGE BENEFITS

Section 601 – Snow Day Pay

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

Section 602 – Combined Time

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

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

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

While 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.

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

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

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

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

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

Section 603 - Bereavement Leave

In the case of necessary absence due to death of a member of the employee's family (as indicated below), she/he will be granted leave with pay up to the amount indicated below for the purpose of attending the funeral or arranging for burial. In addition, the Superintendent (or designee), may, upon written request by an employee, grant up to one (1) day leave with pay to attend the funeral of a personal friend or member of the employee's family not mentioned below. The Board upon request may allow additional time off with pay under this section.

Bereavement leave will be limited to scheduled time commencing with the day of the death.

However, in unusual cases where a funeral is held at a considerable distance (more than 250 miles) from the employee's home, the employee will be entitled to an additional day for travel.

Immediate family shall be defined as:

Five Days	Three Days
Spouse (or one living in a spousal relationship)	Sister/Brother-in-law
Domestic Partner	Grandparents
Children and Step-Children	Son-in-law
Parents	Daughter-in-law
Brothers	Mother-in-law
Sisters	Father-in-law
Grandchildren	

Section 604 - Family and Medical Leave

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

Section 605 - Health Insurance

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF

Section 606 – Retirement

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF

Section 607 - Work Related Illness or Injury-

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF

Section 608 – Term Life Insurance

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

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

Section 609 – Membership in School Nutrition Association

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

Section 610 – Employee Assistance Program

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

Section 611 – Flex Benefit 125 Plan

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

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

ARTICLE VII PERSONNEL ACTIONS

Section 701 - Vacancies

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

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

Section 702 - Probationary Period

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF

Section 703 - Discipline and Discharge

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF

Section 704 - Grievance Procedure

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF

Section 705 – Arbitration

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF

Section 706 – Seniority

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF

Section 707 - Reduction in Force

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

Section 708 - Recall

Employees laid off shall be recalled by order of seniority.

Recall shall be in the reverse order of layoff. Employees subject to recall shall be notified by the Board, by certified mail, return receipt requested. A copy of such recall letter shall be given to the local Union president. However, a failure to give such letter to the Union president shall not

in any way enlarge the rights of an affected individual. The laid off employee shall have seven (7) working days from the date the letter is posted to notify the Board that he/she will return to work. Such certified letter shall be mailed to the employee's last known address. In the event an opening occurs within the job group from which an employee is laid off, at a time when one or more employees are laid off from the job group, the senior employee on layoff from the job group will be recalled to fill such opening. Once an employee has been afforded the opportunity of recall, he/she shall be deemed to have waived all recall rights under this section to the job group from which he/she was transferred, or, if the employee is on layoff, his/her refusal shall terminate his/her seniority under Section 705.

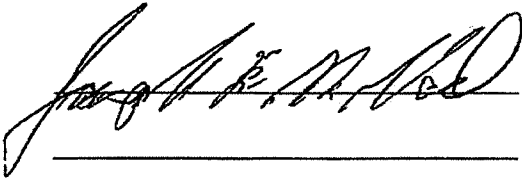
Seniority shall not continue to accrue during lay off.

Section 709 - Acknowledgment of Arbitration

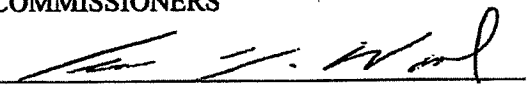
SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF

22nd IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals this day of February, 2023, by their duly authorized representatives.

In Presence of:



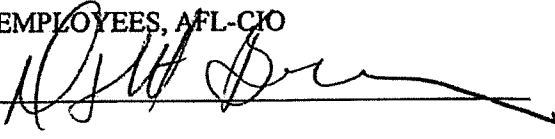
BURLINGTON BOARD OF SCHOOL COMMISSIONERS

By: 

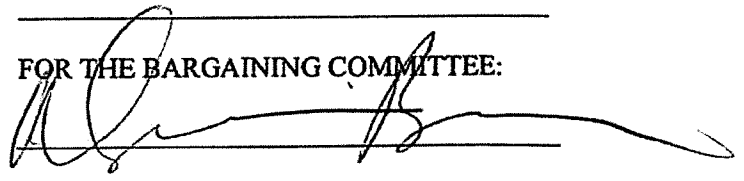
In Presence of:

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

EMPLOYEES, AFL-CIO

By: 

FOR THE BARGAINING COMMITTEE:



Appendix A

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

4056	TAYLOR	JILLIAN	10/28/15	15.23	probation	0.00	15.23
1705	TEMIROV	DILBAR	01/10/08	17.10	0.00	0.00	17.10
1394	THOMPSON	HOLLY	06/01/02	17.10	0.00	0.05	17.15

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