

AGREEMENT
BETWEEN
BURLINGTON BOARD OF SCHOOL COMMISSIONERS
AND
Local 1343
AFSCME
(AFL-CIO)

July 1, 2022 - June 30, 2025

CHAPTER 4 – INFORMATION TECHNOLOGY SERVICES

TABLE OF CONTENTS

| | |
|--|---|
| ARTICLE 1 – GENERAL PROVISIONS | 4 |
| Section 101 – Recognition | 4 |
| Section 102 – Rights to Join Union & Obligation to Represent | 4 |
| Section 103 – Definitions..... | 4 |
| Section 104 – Negotiation Procedures | 4 |
| Section 105 – Responsibilities of the Parties | 4 |
| Section 106 – Notice Under Agreement | 4 |
| Section 107 – No Strike No Lockout | 4 |
| Section 108 – Savings Clause | 4 |
| Section 109 – Non-Discrimination | 4 |
| Section 110 – Duration of Agreement | 4 |
| Section 111 – Final Resolution | 5 |
| | |
| ARTICLE 2 – UNION RIGHTS | 5 |
| Section 201 – Notice of New Employees | 5 |
| Section 202 – Use of Bulletin Boards..... | 5 |
| Section 203 – Union Membership | 5 |
| Section 204 – Union Work During Work Hours | 5 |
| | |
| ARTICLE 3 – MANAGEMENT RIGHTS | 5 |
| Section 301 – Management Rights | 5 |
| Section 302 – Notice of Union Representatives | 5 |
| | |
| ARTICLE 4 – WORKING CONDITIONS | 5 |
| Section 401 – Hours of Work | 5 |
| Section 402 – Work Day | 6 |
| Section 403 – Work Week | 6 |
| Section 404 – Meals..... | 6 |
| Section 405 – Physical Examinations | 6 |
| | |
| ARTICLE 5 – LEAVES AND BENEFITS | 6 |
| Section 501 – Military Leaves | 6 |
| Section 502 – Unpaid Leave | 6 |
| Section 503 – Paid Medical Leave (Sick Leave) | 6 |
| Section 504 – Bereavement Leave..... | 6 |
| Section 505 – Family and Medical Leave..... | 6 |
| Section 506 – Personal Leave | 6 |
| Section 507 – Holidays | 7 |
| Section 508 – Insurances | 7 |
| Section 509 – Health Insurance Buy-Out | 7 |
| Section 510 – Life Insurance | 7 |
| Section 511 – Health Insurance | 7 |
| Section 512 – Dental Insurance | 7 |
| Section 513 – 125 Basic Plan..... | 7 |

| | |
|--|----|
| Section 514 – Retirement..... | 8 |
| Section 515 – Vacation Leave | 8 |
| ARTICLE 6 – COMPENSATION | 8 |
| Section 601 – Overtime | 8 |
| Section 602 – Rates of Pay | 8 |
| Section 603 – Workers’ Compensation | 9 |
| Section 604 – Bi-Weekly Pay | 9 |
| Section 605 – Direct Deposit | 9 |
| Section 606 – Use of Personal Vehicles | 9 |
| ARTICLE 7 – PERSONNEL ACTIONS | 9 |
| Section 701 – Probationary Period | 9 |
| Section 702 – Reduction in Force | 9 |
| Section 703 – Grievance Procedures | 10 |
| Section 704 – Arbitration..... | 10 |
| Section 705 – Discipline and Discharge | 10 |
| Section 706 – Resignation Notice..... | 10 |
| Section 707 – Grievance Hearings..... | 10 |
| Section 708 – Use of Seasonal Part Time or Temporary Personnel | 10 |
| Section 709 – Labor Management Committee – Career Development | 10 |
| SIGNATURE PAGE | 11 |
| APPENDIX A | 12 |
| APPENDIX B | 13 |
| APPENDIX C | 14 |
| APPENDIX D..... | 14 |

**ARTICLE 1
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

This Agreement shall be effective as of the 1st day of July 2022 and shall remain in full force and effect until the 30th day of June 2025. 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

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) workdays of hiring, the name, date of hire, job title and department of a new employee in a bargaining unit position.

Section 202 - Use of Bulletin Boards

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

Section 203 – Union Membership

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

Section 204 – Union Work During Work Hours

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

**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

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

Section 402 – Work Day

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

Section 403 – Work Week

Except as otherwise specifically provided in this Agreement, the work week will consist of five (5) consecutive days beginning at the start of the work day on Monday and ending at the close of the work day of Friday. Notwithstanding the previous sentence, an employee may agree with the Board to work a work week consisting of five (5) consecutive days which includes Saturday and/or Sunday.

Section 404 – Meals

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

Section 405 – Physical Examinations

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

**ARTICLE 5
LEAVES AND BENEFITS**

Section 501 - Military Leave

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

Section 502 - Unpaid Leave

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

Section 503 Paid Medical Leave (Sick Leave)

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

Section 504 Bereavement Leave

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

Section 505 - Family and Medical Leave

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

Section 506 - Personal Leave

Employees shall be entitled to four (4) personal days per fiscal year for the purpose of matters unable to be conducted outside of normal work hours. Permission must be requested 48

hours in advance. In the case of an emergency, an employee shall notify their supervisor as soon as is reasonably possible. Said personal days will not be used in lieu of medical or vacation leave or to extend a school break or holiday. Permission will not be denied without reason. Said personal days are not cumulative.

Section 507 – Holidays

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

Section 508 – Insurances

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

Section 509 - Health Insurance Buy-Out

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

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

Section 510 - Life Insurance

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

Section 511 - Health Insurance

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

Section 512 - Dental Insurance

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

Section 513 - 125 Basic Plan

A basic plan will be in effect at Board expense to protect the tax exempt status of health care insurance benefits. Any pay back for waived health insurance coverage per Section 509 remains taxable.

Section 514 – Retirement

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

Section 515 – Vacation Leave

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

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

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

**ARTICLE 6
COMPENSATION**

Section 601 – Overtime

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

Section 602 - Rates of Pay

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

- A. All new Technology Support Specialist employees shall be paid an amount not less than that indicated in Appendix B. New Technology Support Specialist employees may be given credit at their initial hiring for experience, education or applicable certifications.
- B. If an employee is hired at one step but, after being hired, obtains a certification or degree that would have, in the sole discretion of the Superintendent or designee, qualified him/her to be hired in a higher Group on the hiring scale outlined in Appendix B, that employee shall receive the rate of pay of that higher Group if that rate of pay is greater than the employee's current rate of pay.

Section 603 – Workers' Compensation

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

Section 604 – Bi-Weekly Pay

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

Section 605 – Direct Deposit

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

Section 606 – Use of Personal Vehicles

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

**ARTICLE 7
PERSONNEL ACTIONS**

Section 701 – Probationary Period

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

Section 702 - Reduction in Force

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

Recall shall be in the reverse order of layoff. Employees subject to recall shall be notified by the Board by certified mail, return receipt requested. A copy of such recall letter shall be given to the local Union president. However, a failure to give such letter to the Union

president shall not in any way enlarge the rights of an affected individual. The laid off employee shall have seven (7) working days from the date the letter is posted to notify the Board that he/she will return to work. Such certified letter shall be mailed to the employee's last known address. In the event an opening occurs at a time when one or more employees are laid off, the senior employee on layoff will be recalled to fill such opening. Refusal of an opportunity of recall shall be deemed to waive all recall rights under this Section 702. Recall rights under this article shall terminate six months after the date of lay off.

Section 703 - Grievance Procedures

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

Section 704 – Arbitration

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

Section 705 - Discipline and Discharge

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

Section 706 - Resignation Notice

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

Section 707 - Grievance Hearings

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

Section 708 – Use of Seasonal Part Time or Temporary Personnel

SEE EQUIVALENT PROVISION OF CHAPTER 1 HEREOF.

Section 709 – Labor Management Committee – Career Development

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

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

In Presence of:

Joseph E. Howell

BURLINGTON BOARD OF SCHOOL COMMISSIONERS

By: *[Signature]*

In Presence of:

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

By: *[Signature]*

FOR THE BARGAINING COMMITTEE:

[Signature]

APPENDIX A

Annual increase for returning Technology Support Specialists:

- 2022-2023: Compensation for covered Technology Support services employees who remain on the payroll as of the date of execution of this Agreement shall be increased by 5% on an across-the-board basis, retroactive to the first full pay period in July, 2022.
- 2023-2024: As of the first full pay period in July, 2023, there shall be an additional across-the-board increase of 4.5%.
- 2024-2025: As of the first full pay period in July, 2024, there shall be an additional across-the-board increase of 3%.

APPENDIX B

Minimum Starting Salary for New Hires

ALL AGREEMENT YEARS

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

- Group 1: Minimum (2+ years) Experience or IT related Associate's Degree with Equivalent Experience/Training.**
- Group 2: Some (4+ years) Experience or IT related Bachelor's Degree with Equivalent Experience/Training**
- Group 3: Significant (6+ years) Experience or IT related Master's Degree with Equivalent Experience/Training**

Starting Salary Range 2020/2021:

| Group 1 | Group 2 | Group 3 |
|-----------------|-----------------|-----------------|
| \$15.50-\$18.00 | \$18.00-\$20.50 | \$20.50-\$23.00 |

APPENDIX C

**CHECK-OFF AUTHORIZATION- SEE EQUIVALENT PROVISION OF CHAPTER 1
HEREOF.**

APPENDIX D

**ACKNOWLEDGMENT OF ARBITRATION- SEE EQUIVALENT PROVISION OF
CHAPTER 1 HEREOF.**