

MEMORANDUM

To: Dwight Brown, AFSCME Local 1343 Burlington Schools Chapter Chair
From: Nathan Lavery, Executive Director of Finance and Operations
CC: Denise Bailey, Executive Director of Human Resources
Date: 03/16/2023
Subject: Side Letter re: Property Services Overtime Protocol

This memorandum is a Side Letter to the July 1, 2022 - June 30, 2025 collective bargaining agreement (CBA) between the Burlington Board of School Commissioners (BSD) and Property Services Employees of the Burlington School District Local 1343 (Union). The intent of this Side Letter is to memorialize the parties' mutual understanding and agreement that, notwithstanding the language of CBA Section 604 Overtime Protocol, the Overtime Protocol for custodial work shall be as follows:

Available custodial overtime work, when scheduled or required by the Director of Property Services or designee, shall be available only to employees in Grade A, Grade B, and any employee in the position of Coordinator (Grade C). The Director of Property Services or designee may offer employees the opportunity to be part of an Overtime List. The intent of the list is to identify only those employees who are interested in being offered overtime opportunities. Employees who decline to be on the Overtime List may request to be added to the list at any time, and shall be added to the list as soon as practical. The Union may request a copy of this Overtime List. Overtime shall be equitably distributed on the following basis:

1. First, such work shall be offered to the employee(s) who occupy custodial positions at the school or location where the work is needed.
2. Second, if work remains available, it shall be offered to all remaining employees on the Overtime List on a rotating order based on seniority, irrespective of grade, as far as reasonably practical. If an employee is unable to respond to the offer of overtime, the Director of Property Services or designee may proceed to offer the work to the next employee on the Overtime List. Once an employee has accepted the opportunity to work overtime under this phase of the protocol, the next offer of overtime work shall be made to the next employee on the Overtime List. In this way, everyone will have an opportunity before the most senior employee receives a second opportunity.
3. Third, if no employee accepts the opportunity, the Director of Property Services or designee may offer the work to another member of Property Services or to a member of Bus Services.



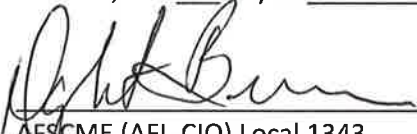
DISTRICT OFFICES
Tom Flanagan, Superintendent
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This Side Letter is also intended to resolve the issues that were raised during the hearing of the grievance received January 30, 2023 related to the distribution of overtime opportunities. As a part of this Side Letter, and as condition of its mutual acceptance, the Union agrees to withdraw the grievance and consider the issue resolve to the full satisfaction of BSD and the Union.

This side letter is not a "reopener" of any other section or provision of any CBA between the parties. This side letter is not to be referred to as any past practice or precedent. This side letter is to be interpreted as having been drafted by both parties.

By signature below, the parties indicate their acceptance of the contents and terms of this Side Letter.

AGREED, this 21 day of MARCH, 2023



AFSCME (AFL-CIO) Local 1343
by Dwight Brown, Duly Authorized

AGREED, this 30 day of March, 2023



Burlington Board of School Commissioners
by Clare Wool, Duly Authorized