

CHAPTER V OF THE AGREEMENT
BETWEEN
BURLINGTON BOARD OF SCHOOL COMMISSIONERS
AND
Employees Represented by Local 1343
AFSCME
(AFL-CIO)

July 1, 2022 - June 30, 2025

CHAPTER 1,
OFFICE PERSONNEL

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AGREEMENT

This AGREEMENT, entered into as of this _____ day of July, 2023 by and between the Burlington Board of School Commissioners, Burlington, Vermont (hereinafter the Board, District or Employer) and the Office Personnel 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 1 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 municipal employees. (MELRA)

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 Office Personnel Employees of the Burlington School District.
- B. The term "days" when used in this Agreement shall mean workdays Monday through Friday exclusive of holidays, unless otherwise indicated.
- C. The term "Board," "Employer", "District", or "Department" shall mean the Burlington School District acting by and through its duly authorized administrators.
- D. The term "Director" shall mean the Superintendent of Schools 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 calendar year prior to the expiration year for the purpose of negotiations, in a good faith effort to reach Agreement for the year beginning July 1 of the expiration 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.

Covered employees shall not be obligated to cross a picket line established by Union or by any other Vermont based union. However, such employees must still honor this No Strike provision by utilizing the alternative means of entry to their work location established by the District in such a circumstance which represents a good faith effort to permit covered employees to access their work site without needing to cross such picket line.

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.

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 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

The compensation portion of this Agreement shall be effective retroactively to the 1st day of July 2022, with all other provisions being effective as of the date of execution hereof and shall remain in full force and effect until midnight on 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

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 job location of a new employee in a bargaining unit position.

Section 202 - Union Membership

All bargaining unit employees who are Union members on the date of execution 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 their 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, a job location for an employee 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 normal work hours for covered employees. Union shall provide reasonable advance notice of meetings to the Superintendent or designee. With the approval of the Superintendent or designee, employees working different work schedules 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 its activities. If there are scheduled activities at the time of the meeting, the school must be kept open and staffed by the office assistant assigned to it.

Section 205 - Union Access to Premises

Representatives of the Union shall, upon prior request and approval from the Principal of the particular building, 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 modified by the specific terms of this Agreement, or otherwise specifically agreed to in writing between the parties, the Board shall have the sole and exclusive right and authority to operate and direct covered employees in all respects including, but not limited to, the establishment of policies and procedures not inconsistent with the specific terms hereof, to plan, direct and control work activities, to schedule and assign work, to determine the means, methods, processes and equipment to be utilized, to introduce new or improved methods and equipment, to determine the qualifications and staffing of jobs, to create, revise and eliminate jobs, to lay off employees for reasons of economy, efficiency, safety or other legitimate reasons, to maintain order, to evaluate, discipline, demote, suspend and discharge regular employees for just cause, and

to make, publish and require observance of reasonable work rules and regulations for public health, safety and efficiency 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 Human Resources immediately after their designation, and the Union shall notify the Board of any changes.

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. See AA Section 2.2 for reference.
- 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. All permanent full-time employees shall be scheduled to work a regular work shift. Each work shift shall have a regular starting and quitting time.

Section 403 - Work Week

See AA Section 2.2, provided that employees hired on or after July 1, 2023 may be assigned a work week consisting of 5 consecutive days of work which includes a Saturday or a Sunday.

Section 404 – Employment Guidelines

See the Administrative Agreement for Office Personnel (AA) Sections 2.2 to 2.5 inclusive.

Section 405 - Physical Examinations

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

**ARTICLE 5
LEAVES AND FRINGE BENEFITS**

Section 501 - Military Leave

1. If an employee leaves the 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 federal law, he/she will be entitled to reinstatement according to the requirements of such law. Also, seniority, pay, benefits, and insurances will be reinstated in accordance with the provisions of the law, as most recently amended.

Section 502 - Unpaid Leave

An employee's request for unpaid leave may be granted at the discretion of the Superintendent or designee. 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 Superintendent or designee 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 or designee 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. For the duration of this Agreement covered employees medical leave (sick leave) rights shall be as set forth in Sections 4.3 and 4.8 of the AA.

- 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 Superintendent or 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 Superintendent or designee.

Section 504 – Family and Medical Leave

The Board shall meet its responsibilities under the Federal Family and Medical Leave Act (FMLA) and Vermont’s Parental and Family Leave Act (PFLA). An employee on unpaid medical leave shall continue to accrue seniority during the period of the leave.

Section 505 – Leave for Work Related Injury or Illness

The Board shall meet its legal responsibilities under Vermont’s Workers Compensation Law and regulations.

Section 506 - Bereavement Leave

See Section 4.5 of the AA.

Section 507 - Personal Leave

See AA Section 4.4.

Section 508 – Holidays

- A. Those covered employees who work a school year schedule shall have five (5) paid holidays annually, namely;
 - Labor Day
 - Thanksgiving Day
 - Christmas Day
 - New Year’s Day
 - Juneteenth.

- B. Full Year Employees:

Those employees who work a full-year schedule shall have thirteen (13) paid holidays annually, namely:

- Independence Day
- Bennington Battle Day
- Labor Day
- Indigenous People's Day
- Thanksgiving Day
- Christmas Day

- New Year's Day
- Martin Luther King, Jr. Day
- Lincoln's Birthday
- Washington's Birthday
- Town Meeting Day
- Memorial Day
- Juneteenth

Section 509 – Vacations

See AA Section 4.6, provided that the specified vacation benefits shall be made available to all full-time covered employees, not just those employees hired on and after November 19, 2014.

Section 510 - Insurances

See AA Sections 5.1 to 5.9 inclusive.

Section 511 – Retirement

See AA Section 5.8.

Section 512 – Part Time Employees

Leaves and benefits shall be prorated for part time employees (less than 40 hours of work per week) except that those covered employees who, as of July 1, 2023, are currently receiving health care benefits on a non-prorated basis shall continue to be eligible to do so.

**ARTICLE 6
COMPENSATION**

Section 601 - 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 602 - 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 603 – Hiring and Retention Bonuses

The Board shall be authorized to pay new and existing members of the bargaining unit hiring and retention in addition to the compensation required by this Article if deemed necessary by the Board so long as such bonuses are non-recurring payments. Retention bonuses, when implemented, must be made to everyone in the same job group in a uniform manner.

Section 604 - Work Location/Schedule for New Employees

Current employees shall be able to maintain their annual work schedule (full year or school year) and their current work location unless they should volunteer in response to a request from the Superintendent to work at a different location or to increase their work schedule from a school year to a full year. New covered employees may be assigned to a school year or to a full year work schedule at the discretion of the Board. New employees may also be employed on a District wide basis as opposed to being employed to work only in a particular District building.

Section 605 - Rates of Pay

- A. The Board and the Union recognize the principle of a fair day's work for a fair day's pay.
- B. Compensation for covered who were employed as of June 30, 2022 and who remain on the payroll as of the date of execution of this Agreement shall receive an increase of six (6%) percent retroactive to the first full payroll period in July, 2022 . As of the first full pay period in July, 2023, there shall be an increase of five (5%) percent. As of the first full pay period in July, 2024, there shall be an increase of four (4.0%) percent.

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 Superintendent, at a pay rate between the minimum and the maximum commensurate with their experience or licensure.

Section 606 – Longevity

In addition and subsequent to the annual increases outlined above, for the 2023-2024 school year only, all employees who remained employees of the District on July 1, 2023 shall, effective the first full pay period following July 1, 2023, receive an addition to their base hourly rate sufficient to increase their annual earnings by \$250 (calculated by dividing \$250 by the number of contracted work days and contracted hours per day, rounded to the nearest penny). For employees working part-time, the increase shall equate to \$100. Furthermore, in addition and subsequent to the annual increases outlined above, for the 2024-2025 school year only, all employees who remain employees of the District on July 1, 2024 shall, effective the first full pay period following July 1, 2024, receive an addition to their base hourly rate sufficient to increase their annual earnings by \$200 (calculated by dividing \$200 by the number of contracted work days and contracted hours per day, rounded to the nearest penny). For employees working part-time, the increase shall equate to \$100.

Section 607 – Bi-Weekly Pay

All employees shall be paid Bi-Weekly.

Section 608 – Direct Deposit

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

Section 609 – Stipends

Stipends for extra work on a voluntary basis shall continue to be paid in accordance with current District practices.

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 workload, 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 Superintendent or designee 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 provisions of this Agreement.

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 grade (see AA Appendix B). Those employees with the least seniority in the grade 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 4A being the highest and Grade 1A 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 Superintendent or designee within five (5) days if she/he is electing to bump. An employee so bumped may also exercise these rights if notice to the Superintendent is provided within five (5) days of being bumped and there is a lower grade to bump into.
- 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 Superintendent 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 covered employees who apply for the position. Ability and qualifications shall be determined by the Board 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 Superintendent or designee 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 Superintendent/designee 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 supervisor. 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. See AA Sections 6.1 to 6.6 inclusive.

B. If no satisfactory settlement is reached per section A. hereof then the Union may submit the grievance to final and binding arbitration. If arbitration is being requested, the Union, upon written notice to the Superintendent or designee within fifteen (15) days following the unsuccessful consideration of the grievance under section A. hereof, 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 A hereof, 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 710 - 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, demotion, 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 711 - Resignation Notice

Office Personnel 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.

ARTICLE 8 OTHER RESPECTS

In all other respects not inconsistent with the terms of this Agreement the terms and conditions of the AA shall remain in full force and effect for the duration of this Agreement.

SIGNATURE PAGE

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

In Presence of:

Bonnie L. Reyder

BURLINGTON BOARD OF SCHOOL
COMMISSIONERS - Superintendent

By: [Signature]
Tom Flanagan

In Presence of:

Wendy Thacker

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

By: [Signature]

FOR THE BARGAINING COMMITTEE:

[Signature]
[Signature]
[Signature]
[Signature]

Appendix A

Side Agreement – 2022-23 BSD AFSCME Local 1343 - Office Personnel

Pursuant to your previous conversations with Nathan Lavery in the context of bargaining the first collective bargaining agreement (“CBA”) between the Burlington Board of School Commissioners and AFSCME (AFL-CIO) Local 1343, this correspondence is intended to memorialize the parties’ mutual understandings and agreement that the CBA’s pay scale provisions/Rates of Pay will be the following until the CBA is ratified:

Step	Minimum	Maximum
1	17.09	19.49
2	18.09	20.49
3	20.09	22.49
4	21.09	23.49

Step placement will be commensurate with experience. These rates are applicable to all employees issued new Office Personnel contracts on or after the date of execution of this letter.

It is the intent of both parties that, upon ratification of a collective bargaining agreement for FY23, all employees hired prior to the date of this letter will be paid no less than the grade minimum.

This side letter is to be interpreted as having been drafted by both parties.

If the foregoing is acceptable to you (on behalf of Local 1343), please execute it below in the space provided and return it to me for execution by November 4, 2022. Thank you very much for your time and consideration.

AGREED:

AFSCME Local 1343 President

Date

Superintendent or Designee

Date

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 each pay period 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 pay period an amount sufficient to provide for the regular payment of the current rate of monthly dues established by AFSCME Local No. 1343, Council No, 93 and any changes in such amount shall be so certified. The amount deducted shall be paid to the treasurer of Local Union No.1343, Council No. 93 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.