BURLINGTON SCHOOL DISTRICT

DISTRICT OFFICES
Tom Flanagan, Superintendent
150 Colchester Avenue
Burlington, VT 05401
802-865-5332
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MEMORANDUM

To: Matthew Ries, AFSCME
From: Nathan Lavery, Executive Director of Finance and Operations
CC: Michelle Meola, Director of Human Resources
Date: 11/3/2026
Subject: Side Letter re: Bus Leave and Medical Documentation

This memorandum is a Side Letter to the July 1, 2025 - June 30, 2028 collective bargaining agreement (CBA) between the Burlington Board of School Commissioners (BSD) and Employees of the Burlington School District Local 1343 (Union). The intent of this Side Letter is to memorialize the parties' mutual agreement to restore language that was omitted from the final agreement due to clerical oversights, and in doing so, that parties have also agreed to modify the medical leave documentation to language that both parties believe will better address the underlying concerns.

1. The following language shall govern vacation leave for Bus Services employees until a successor agreement is negotiated:

Bus Services: Vacation shall be available for all covered employees who worked ~~220~~ 177 days, including sick days, or more in the previous fiscal year in accordance with the following schedule. (July 1 to June 30)

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.

A maximum of 10 days of the vacation allowance may be carried over into the next fiscal year. Vacation leave in excess of 10 days at the end of the fiscal year will be forfeited.

2. Vacation Leave shall be retroactively awarded to bus services employees in accordance with this language for the 2026-2027 contract year on pay checks issued for the first full pay period

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commencing upon execution of this side letter. Beginning in the 2027-2028 contract year, it shall be front loaded as prescribed in the language.

3. Up to 10 days of unused vacation leave for each Bus Services employee from the 2025-2026 year will be added to each Bus Services employee's leave balance for the first full pay period commencing upon execution of this side letter.

4. The Union recognizes that BSD voluntarily agreed to amend the vacation leave provisions by reducing the number of work days required to qualify for this benefit from 220 to 177. The parties agree that this accommodation is a good-will gesture intended to support positive labor-management relations, and that future discussions and communications should reflect a mutual commitment to similar good-will and professional cooperation.

5. The following language shall govern medical leave documentation until a successor agreement is negotiated:

A doctor's certificate may be required by the Superintendent, or Director of Property Services, in order to receive sick leave pay after three (3) consecutive days of sick leave or a pattern indicating abuse. In counting sick leave days for a period of sickness, the days shall be counted consecutively, on scheduled work days only, from and including the first day of sickness. Examples of a pattern of abuse, regardless of the number of consecutive days, include but are not limited to: repeated use of sick time adjacent to vacation leave or holiday leave, or repeated use adjacent to weekends.

6. The parties agree to regard this side letter as the status quo for bargaining a successor agreement.

This side letter is not a "reopener" of any other section or provision of any CBA between the parties. 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 10 day of November, 2026

AFSCME (AFL-CIO) Local 1343
by Matthew Ries, AFSCME

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AGREED, this 16 day of November, 2026

Burlington Board of School Commissioners
by Clare Wool, Duly Authorized