

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

July 1, 2007- June 30, 2011

BURLINGTON SCHOOLS FOOD SERVICE EMPLOYEES  
AFSCME COUNCIL 93, LOCAL 1343

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ARTICLE I  
GENERAL PROVISIONS

**Section 101 - Recognition**

The Board hereby recognizes the union as the sole and exclusive representative of its employees as certified by the Vermont Labor Relations Board, Docket No. 97-67, for the purpose of collective bargaining with respect to wages, hours of employment and other conditions of employment, in accordance with the laws of the State of Vermont (T.21 V.S.A., Chapter 20) respecting labor relations for public employees.

**Section 102 - 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 103 - Notice Under Agreement**

A. 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. Such 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 the President of Local 1343, 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 notice to it shall be given.

B. Communications regarding “Negotiating Procedure” are governed by Article I, Section 105.

**Section 104 - Non-Discrimination**

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, sexual orientation 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.

The 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.

**Section 105 - Negotiations Procedure**

A. The Board and the Union agree to meet not later than January 15, 2011 for the purpose of negotiations, in a good faith effort to reach agreement for the year beginning July 1, 2011 on any proposals submitted with respect to Negotiable Subjects if either party gives written notice to the other of desire to modify this

Agreement by registered or certified mail on or before November 30, 2010. 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, 2011 on any proposals submitted with respect to rates of pay and only such other matter as this Agreement specifically indicates shall be subject to renegotiations.

- B. Should either party give proper notice pursuant to 105(A) that it wishes to modify this Agreement, such party agrees to submit its specific written proposals on all items open for negotiations on or before December 14, 2011 or its anniversary. Written response to all such specific proposals submitted shall be made at the first mutually agreed negotiations session.
- C. If upon passage of at least sixty (60) days from the commencement of negotiations, the Board and the Union, through 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 20.
- D. 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.
- E. 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 106 - 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.

#### **Section 107 - 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.

#### **Section 108 - Duration of Agreement**

This Agreement shall be effective as of the 1st day of July 2007 and shall remain in full force and effect until the 30th day of June 2011. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, as set forth in Article 1, Section 105, which it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin as set forth in Article I, Section 105 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.

ARTICLE II  
MANAGEMENT RIGHTS

**Section 201 - Management Rights**

Except as otherwise specifically provided in this Agreement, or otherwise specifically agreed to in writing between the parties, the operation of the Board departments and the direction of the working force, including the right to plan, assign work to employees; to determine the means, methods, processes, materials and equipment; to maintain the efficiency of the departments and their materials and equipment; to maintain the efficiency of the departments and their employees; to determine the manning of jobs; to create, revise and eliminate jobs, formulate or promulgate ordinance or other regulations incidental to the management of the Board affecting the public health, safety, and welfare; to hire and terminate; to maintain order, to evaluate, and to suspend, demote, discipline, and discharge employees for just cause are rights solely of the Board.

ARTICLE III  
UNION RIGHTS AND OBLIGATIONS

**Section 301 - Union Security**

- A. 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 Personnel Office shall provide to the Union Treasurer, within five (5) days of completion of the probation period, the name date of hire, job title and department of a new employee in a bargaining unit position. Notwithstanding the above, all employees covered by this Agreement who fail voluntarily to acquire or maintain membership in the Union shall be required as a condition of employment, beginning on the 91st day following the beginning of such employment, to pay to the Union a service charge in an amount not to exceed the Union's regular dues as a contribution toward the negotiation and administration of this Agreement and the representation of such employees. The Board shall automatically deduct this amount from the employee's pay commencing on the second pay day following completion of the probationary period. The Union agrees to indemnify the Board and hold same harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Board for the purpose of complying with the provisions of this Article.
- B. The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit.

**Section 302 - Union Representatives**

- A. A list of Union Stewards or other representatives shall be furnished to the Board and the Director of Food Services immediately after their designation, and the Union shall notify the Board of any changes.
- B. Union representatives shall not be compensated for time spent in grievance and adjustment meetings outside their regular working hours.

- C. Union grievance adjustment meetings at Step 1 and Step 2 will be scheduled by the School Administration at a time that is reasonable for both parties and that minimizes or avoids lost working time. Grievance meetings for Step 3 will be scheduled at a time reasonable for both parties [the Board (or designated committee) and the Union] with the intent of minimizing lost work time.

**Section 303 - Visitation**

Representatives of the Union shall, upon prior request, 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 304 - No Strike - No Lockout**

- A. 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.
- B. 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.
- C. In the event of any violation of paragraph 15.1 of this Article, 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, (2) take other prompt and vigorous steps to end the strike, work stoppage or other concerted efforts by the employees.

**Section 305 - Bulletin Boards**

Announcements shall be posted in conspicuous places where employees leave or enter the 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, each department 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.

ARTICLE IV  
WORKING CONDITIONS

**Section 401 - Hours of Work and Work Year**

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. Work schedules showing employee's shifts, work days and hours shall be posted on appropriate bulletin boards and will be available at all times from immediate supervisors.

The work year shall be no less than 180 days and is hereafter referred to as the contract year. The normal work year for employees covered by this agreement shall be the district student days plus additional workdays to equal not less than 180 days. The parties recognize that the Board has the right to determine the actual number of working days according to the needs of the school district.

**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.

**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**

The Board shall provide five (5) tops and three (3) pairs of pants where a specific type, color or style is required. Where specific tops are not required, smocks or aprons will be supplied.

ARTICLE V  
COMPENSATION

**Section 501 - Rate of Pay**

- A. July 1, 2007 - Employees who previously received Vacation and Longevity pay shall have such pay converted to an hourly amount and added to their base hourly rate. All employees who earn \$9.30/hr or less shall receive a 4% wage increase and those who earn more than \$9.30/hr shall receive a wage increase of

3%. The starting pay rate for FY 08 shall be \$8.38/hour.

July 1, 2008 – Wages shall be increased to 1/3 of the difference between an employee's 07-08 rate and livable wage of \$14.36/hr or 3% whichever is greater. The starting pay rate for FY 09 shall be \$10.49/hour.

July 1, 2009 – Wages shall be increased to 2/3 of the difference between an employee's 08-09 rate and livable wage of \$14.79/hr or 3% whichever is greater. The starting rate for FY10 shall be \$13.39/hour.

July 1, 2010 – Wages shall be increased to livable wage of \$15.23/hr or 3% whichever is greater. The starting rate for FY 11 shall be \$15.23/hour.

(See Appendix B for actual wage rates.)

- B. Employees shall be compensated on a bi-weekly basis. Bi-weekly shall mean the estimated annual salary of each employee shall be paid in equal bi-weekly installments over the course of the school year. These regular payments will continue during scheduled school breaks. If a payday falls on a holiday, the employees shall be paid on the last working day prior thereto.
- C. Direct deposit for payroll shall be mandatory with the beginning of the 08 - 09 school year. 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.

### **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.

### **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. 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**

Employees who fill in for a supervisor shall be paid \$.50/hour for all time worked filling in for such supervisor.

**Section 506 - Weekend Differential**

Employees who perform work during the hours beginning 3:00PM Friday through 5:00AM Monday shall be paid a weekend differential pay of \$1.50/hour.

ARTICLE VI  
FRINGE BENEFITS

**Section 601 – Scheduled School Breaks**

- A. All employees shall receive prorated pay in accordance with section 501 when school is closed for Thanksgiving recess, Christmas recess, Winter recess and Spring recess. Such pay shall be for the entire length of school closing, recognizing that such periods may change in length from year to year. Employees receiving such pay who work during a recess shall receive their regular pay for each hour worked in addition to their prorated pay.
- B. The production cook shall receive twenty (20) days of vacation July 1 each year to be taken at a time requested and subsequently approved by the Supervisor or may cash in such vacation time at the end of the fiscal year. The production cook shall also receive Independence Day, Labor Day, Thanksgiving Day, Christmas, New Years, Memorial Day and seven floating holidays as paid holidays. The floating holidays shall be taken with 48 hours notice and subsequent approval by the director or designee.

**Section 602 - Sick Leave**

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

<u>Years</u>	<u>Days</u>
0 - 5	3
5 - 10	5
10+	7

Sick leave may be used for the illness of the employee or to care for a member of the immediate family.

Abuses of sick leave will be treated as individual disciplinary cases by the Director of Food Services and may required a doctor’s certificate when there is reason to believe such leave is being abused.

Fifty percent (50%) of unused sick leave may be carried over to the next year *or* the employee may choose to be paid cash for 50% of unused sick leave as of June 30 of each year. Carry over days shall not exceed twenty (20) days per year. Sick leave may be used in increments of one (1) hour.

**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**

- Spouse (or one living in a spousal relationship)
- Domestic Partner
- Children and Step-Children
- Parents
- Brothers
- Sisters
- Grandchildren

**Three Days**

- Sister/Brother-in-law
- Grandparents
- Son-in-law
- Daughter-in-law
- Mother-in-law
- Father-in-law

**Section 604 - Personal Leave**

Employees shall be entitled to personal days for the purpose of personal emergency situations or for business unable to be conducted outside of normal work hours. Permission shall not be denied without good reason with a 48 hours advance request. In the case of an emergency, an employee shall notify their supervisor as soon as is reasonably possible.

Personal leave shall not accumulate from year to year and shall be available to employees each July 1 of this Agreement in the follow amounts:

<u>Years</u>	<u>Days</u>
0 - 5	2
5 - 10	3
10+	4

Personal leave may be used in increments of one (1) hour.

**Section 605 - Family and Medical Leave**

An eligible employee may take up to twelve (12) weeks of unpaid leave per calendar year relating to the birth or adoption of a child, the serious health condition of the employee, or the care of a seriously ill dependent.

I. **ELIGIBILITY**

In order to be eligible for leave under this policy, an employee must have been employed for at least one year.

II. **LONG-TERM LEAVE**

A. Use of Leave. Except as herein limited, an eligible employee may, during any calendar year, take unpaid leave for a period not to exceed 12 work weeks for one or more of the following reasons:

1. Parental Leave.

An eligible employee shall be entitled to take unpaid parental leave during the employee's pregnancy and within one year following the birth or adoption of a child or the initial placement of a child under 18 years of age with the employee for the purpose of adoption or foster care of a child.

2. Medical Leave.

An eligible employee shall be entitled to take unpaid medical leave if the employee is unable to work because of a serious health condition. An employee shall be entitled to take unpaid family care leave in order to care for an immediate family member with a serious health condition. For purposes of this section, an immediate family member shall mean a spouse, domestic partner, son, daughter, stepchild, a ward of the employee who lives in the employee's home, parent, parent-in-law, or other close family member who resides in the employee's home.

For purposes of this section, a "serious health condition" shall mean an illness, injury, impairment, or condition that includes any period of incapacity connected with an in-patient hospital stay or any period of incapacity involving "continuing treatment by a health care provider" as that phrase is defined in federal regulations [29C.F.R. §825.114].

Parental leave may be taken intermittently or on a reduced schedule only with the approval of the Superintendent or designee. Medical leave may, when medically necessary, be taken intermittently or reducing the normal work schedule. If intermittent or reduced schedule leave is used, the employee must give due consideration to potential disruption to his or her department due to his or her absence and the employee may be required to temporarily transfer to an available alternative position of equivalent pay and benefits which better accommodates recurring periods of leave.

If the District employs two eligible employees who are husband and wife, the District may, in its discretion, limit such leave to a combined total of 12 weeks during the calendar year when the leave is taken:

1. for the birth of the employee's child or to care for the child after birth;
2. for the placement of a son or daughter with the employee for adoption or foster care or to care for the child after placement;
3. or to care for the employee's parent with a serious health condition.

Both the husband and wife are each entitled to use the remainder of their FMLA leave for other permitted leave.

B. Notice from employee and certification from physician.

An employee must provide reasonable notice to his or her Superintendent or designee of intent to take leave under this policy. In the case of parental leave, reasonable notice shall mean notice at least six weeks prior to the leave. In the case of medical leave, an employee must give at least 30 days prior notice of a leave which is foreseeable. In cases of emergency, the employee shall notify the Superintendent or designee as soon as practicable. All notices must include the date the leave is expected to commence and the estimated duration of the leave. A form shall be available from the Superintendent's Office for this purpose.

An employee shall provide certification from the attending health care provider for the employee or the employee's immediate family member supporting the need for medical leave and the estimated duration of the leave. The District may require that additional certification from the attending health care provider be supplied to the District to confirm the need for the leave. The District may require that the employee submit to a further examination to confirm the medical need for the leave under this policy.

After receipt of the notice from the employee and information from the treating physician, the District shall promptly confirm in writing with the employee whether the requirements for leave under this section have been met and whether the leave taken by the employee shall be counted toward the 12-week period provided by this section, as well as other conditions or the leave.

C. Use of paid leave.

If the employee chooses, the employee may use any available paid leave time during the Medical and Family Care leave. The use of leave shall not extend the 12 week leave period.

D. Continuation of employee benefits.

Unless benefits are reduced for similarly situated employees, an employee shall continue to receive employment benefits while on Medical and Family Care leave at the same level and under the same conditions as if continuously employed.

E. Return to Work

An employee who wishes to return to work prior to the originally scheduled date shall give reasonable notice of his or her intent to return to work.

An employee returning to work after a medical leave will be required to provide certification from the health care provider that he or she is able to perform all the essential functions of his or her employment. Consistent with other existing policies or contracts, the District may require that the employee complete a return to work examination with the District's medical examiner or other health care provider designated by the District.

An employee who fails to return to employment at the end of the leave period and who has not been granted a leave extension by the District will be subject to disciplinary action including termination.

All qualified returning employees shall be entitled to return to the same position or a position of like seniority, status and pay, unless the following circumstances exist:

- 1). Prior to requesting leave the District had given notice or received notice from the employee

that the employment would terminate;

- 2). The District can demonstrate by clear and convincing evidence that during the period of leave, the employee's job would have been terminated or the employee laid off for reasons unrelated to the leave or the employee's underlying condition; or
- 3). The employee performed unique services and hiring a permanent replacement during the leave, after giving reasonable notice to the employee of intent to do so, was the only alternative available to the District to present substantial and grievous economic injury to the District's operations.

### **Section 606 - Health Insurance**

Employees who are regularly scheduled to work 30 hours or more shall be eligible to purchase the School's health insurance at the group rate. Employees choosing to purchase health insurance shall be eligible to participate in the IRS 125 Plan implemented by the employer.

### **Section 607 - Retirement**

Employees who work a minimum of 1,200 hours per year shall be eligible to participate in the City's retirement plan. Effective July 1, 2008, Eligible Employees shall contribute 2% of their compensation to the retirement. The rate of contribution shall be increased to 3% effective January 1, 2009. In the event City workers represented by AFSCME agree to reopen their contracts regarding the above contributions, the Union agrees to participate in such reopening.

The required physical exam for entry into the City retirement plan shall be paid for by the Board.

### **Section 608 - Work Related Illness or Injury**

The School shall comply with all laws regarding work related illness or injury. Leaves taken as a result of work related injury or illness shall not be considered family and medical leave as described in Section 605.

## 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 within ten (10) days from the date the vacancy is anticipated or occurs.

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**

The first sixty (60) school 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 fringe benefits provided for in this Agreement.

## **Section 703 - 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, 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.
  - (1) 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.
  - (2) Failure to affix one's signature in accordance with this article will be sufficient grounds for discipline.
- E. Records of disciplinary action or written complaints are to be removed from an employee's file, if after one (1) year there has not been a reoccurrence and no other actions or complaints regarding the employee have been received, and the removal is agreed upon in a meeting between the Union Steward, employee and the Superintendent or designee. If the offense is of a serious nature for which the employee has been disciplined such records may remain in the file for four (4) years and then removed only under the conditions listed above; and at the discretion of the Superintendent (or designee).

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 which a written reprimand is to be given to the employee or which could result in demotion, suspension or discharge. 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 illegal infraction pending review thereof.

## **Section 704 - Grievance Procedure**

- A. A grievance is defined as being a dispute between the parties as to the meaning or application of a specific

provision of this Agreement or a claim that the Board has taken disciplinary action without just cause. It is the intention of the parties that grievances be settled at the lowest step possible.

B. Definition: For the purpose of this procedure, one (1) day shall mean twenty-four (24) hours, following the receipt of grievance or answer to a grievance. All days shall be work days unless otherwise indicated.

C. Procedure:

STEP 1: Grievance shall be made in writing directly to the Director of Food Services within ten (10) days of the alleged occurrence or reoccurrence. After meeting with the appropriate parties within three (3) work days, the Director shall give his written answer to the grievance within ten (10) days after this meeting.

STEP 2: If the grievance is not settled at STEP 1, it may within ten (10) work days of the receipt of the STEP 1 answer, be appealed by written notice by the Union representative to the Superintendent of Schools. The Superintendent (or designee) shall hear the Grievance at STEP 2 within 3 work days, and shall provide a written response to the grievance within 5 work days of the Step 2 hearing. Failure by Management to respond within the required five (5) work days at Step 2 will result in an automatic appeal by the Union to Step 3.

STEP 3: If no satisfactory settlement is reached in STEP 2, the Union may submit the grievance to arbitration in accordance with Section 708 of this Agreement.

D. No grievance shall be considered under the foregoing procedure unless it is presented in the manner set forth herein, and in order to be considered further such grievance must also be advanced to each STEP within the time limits of this Article. A grievance based upon a suspension or dismissal may be initiated at STEP 2 if the suspension or dismissal action was enacted by the Director of Food Services, or at Step 3 if said action was enacted by the Superintendent (or designee). A Grievance may be withdrawn at any time without prejudice.

E. A grievance shall be processable only if action is taken with the time limit set out for each STEP and shall only be processable by or in conjunction with the Union representative. The settlement of a grievance in any case shall not be made retroactive for a period exceeding the date of commencement of the grievance procedure as above outlined.

### **Section 705 - Seniority**

Seniority shall be considered at all times with the employer from the most recent date of hire.

### **Section 706 - 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 707 - 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 708 - Arbitration**

- A. The Union, upon written notice to the Board within twenty (20) days following the unsuccessful consideration of the grievance by the Superintendent as provided in Step 2 of Article X, 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 Article X and arbitration is timely requested. If the Board and the Union are not able to agree on the selection of an arbitrator within a period of fourteen (14) 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.
- B. 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 709 - Acknowledgment of Arbitration**

It is understood that this Agreement between the Burlington Board of School Commissioners and the Food Service employees of AFSCME Local 1343 contains an agreement to arbitrate. After signing this document, it is understood that neither party will 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 the parties agree to submit any such dispute to an impartial arbitrator.

**Signature Page**

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ 2008, 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 A.F.L.- C.I.O

\_\_\_\_\_  
\_\_\_\_\_

by: \_\_\_\_\_  
\_\_\_\_\_

FOR THE BARGAINING COMMITTEE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Appendix A

### BURLINGTON SCHOOL DISTRICT JOB DESCRIPTION FOOD SERVICES

Job Title: Production Cook/Production Supervisor  
Supervised by: Director of Food Service  
Supervision responsibilities: Production Staff  
Fair Labor Hour Standards: Non-exempt  
Employment status: AFSCME  
Location: District

**JOB GOAL:** The Production Cook/Production Supervisor is responsible for planning and preparation of meals for various sites as required in association with the Food Service Director. Direction of assistant(s) in preparation for the day's production menu needs. Work with the Food Service Director to evaluate production staff, aid in scheduling staff, and prepare daily senior citizen menu and the elementary menu. Coordinate special meals and events working directly with Champlain Valley Agency on aging and other similar organizations.

#### REQUIRED QUALIFICATIONS:

- High school diploma, or equivalent;
- A minimum of five (5) years experience in food preparation and production;

#### ESSENTIAL DUTIES:

- Open food service area by 6:00 AM, unlock all doors and coolers, and turn on ovens and other heating equipment;
- Prepare meals for seniors, elementary schools and the high school as required;
- Provide appropriate direction to the assistant(s) in preparation of the days' menu;
- Aid Food Service Director in evaluating production staff;
- Perform monitoring duties at off site locations for breakfast, lunch and snack;
- Senior meals shipped by 11:00 AM;
- Prepare food orders based on menus;
- Attendance in accordance with established days/hours of work;
- Perform other tasks and duties as appropriate and/or assigned;

#### OTHER DUTIES AND RESPONSIBILITIES:

- Ability to work with and relate to staff;
- Ability to prioritize, schedule;
- Good communication skills;

#### EVALUATION:

Performance will be evaluated annually on the ability and effectiveness in carrying out the above

responsibilities by the Food Service Director, in accordance with procedures established by the Superintendent of Schools.

**ENVIRONMENTAL WORKING CONDITIONS:**

- Work environment is a commercial kitchen;
- Ability to tolerate extremes in noise levels;
- Ability to tolerate stressful situations and maintain proper decorum;
- Frequent walking, lifting, or other physical activities;
- Possess strength and stamina to be able to remain standing for a period of up to 90 minutes at a time throughout the workday;

**TERMS OF EMPLOYMENT:**

- Twelve month per year;
- Salary established by the Superintendent/Board with the negotiated contract.

I HAVE READ AND UNDERSTAND THE QUALIFICATIONS, ESSENTIAL DUTIES, PHYSICAL DEMANDS AND WORKING CONDITIONS OF THIS POSITION.

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
DATE

DATE REVISED: FEBRUARY 22, 2002

APPROVED: \_\_\_\_\_

BY: \_\_\_\_\_

## Appendix B

24-Jan-08 NAME	HIRED	year 1 4% for lowest earner 3% for all other employees	year 2 1/3 towards LW or 3% whichever is higher--LW is \$14.36	year 3 2/3 towards LW or 3% whichever is higher---LW is \$14.79	year 4 LW for all or 3% increase if above \$15.23 in year 3--LW is \$15.23	year 4 plus longevity
Alberts, Doris	Oct-76	\$13.60	\$13.85	\$14.47	\$15.23	\$15.38
Avila, Dawn	Aug-95	\$11.06	\$12.15	\$13.89	\$15.23	\$15.33
Beaulieu, Ruth	Mar-00	\$10.18	\$11.56	\$13.69	\$15.23	\$15.28
Bellew, Nora	Aug-96	\$11.72	\$12.59	\$14.04	\$15.23	\$15.28
Bennett, Arleen	Sep-05	\$9.30	\$10.97	\$13.49	\$15.23	\$15.23
Billings, Julie	Jan-95	\$11.07	\$12.16	\$13.89	\$15.23	\$15.23
Bombard, Sandra	Feb-07	\$8.58	\$10.49	\$13.33	\$15.23	\$15.33
Brady, Elizabeth	Sep-76	\$13.60	\$13.85	\$14.47	\$15.23	\$15.38
Brunette, Ruthine	Aug-07	\$8.58	\$10.49	\$13.33	\$15.23	\$15.23
Chagnon, Sheila	Nov-02	\$9.58	\$11.16	\$13.55	\$15.23	\$15.23
Connolly, Helen	Sep-65	\$15.14	\$15.60	\$16.06	\$16.54	\$16.69
Courcy, Lakshmi	Jan-07	\$8.58	\$10.49	\$13.33	\$15.23	\$15.23
Cushing, Barbara	Sep-78	\$14.51	\$14.95	\$15.40	\$15.70	\$15.85
Daudelin, Eileen	Aug-01	\$9.91	\$11.38	\$13.63	\$15.23	\$15.23
Davis, Julie	Sep-02.	\$9.57	\$11.15	\$13.55	\$15.23	\$15.23
Ducharme, Edith	Dec-01	\$10.43	\$11.73	\$13.75	\$15.23	\$15.23
English, Sharron	Sep-78	\$12.98	\$13.43	\$14.33	\$15.23	\$15.38
Foy, Melissa	Dec-06	\$8.58	\$10.49	\$13.33	\$15.23	\$15.23
Francis, Kathleen	Aug-94	\$11.07	\$12.16	\$13.89	\$15.23	\$15.33
Gagnon, Jennifer	Aug-05	\$8.94	\$10.73	\$13.41	\$15.23	\$15.23
Gordon, Cindy	Apr-96	\$11.06	\$12.15	\$13.89	\$15.23	\$15.28
Gordon, Mary	Aug-02	\$10.01	\$11.45	\$13.65	\$15.23	\$15.23
Hannigan, Kathy	Nov-99	\$10.18	\$11.56	\$13.69	\$15.23	\$15.28
King, Denise	Aug-07	\$8.58	\$10.49	\$13.33	\$15.23	\$15.23
Lamphere, Suzanne	Jan-04.	\$9.27	\$10.95	\$13.48	\$15.23	\$15.23
Lewis, Laurie	Sep-89	\$12.00	\$12.78	\$14.11	\$15.23	\$15.38
McAuliffe, Sandra	Aug-94	\$13.91	\$14.06	\$14.54	\$15.23	\$15.33
McDougal, Jane	Oct-01	\$9.91	\$11.38	\$13.63	\$15.23	\$15.23
Millette, Jamie	Sep-06	\$8.58	\$10.49	\$13.33	\$15.23	\$15.23
Newell, Denise	Sep-90	\$14.01	\$14.12	\$14.56	\$15.23	\$15.38
Parker, Melissa	Jan-03.	\$9.57	\$11.15	\$13.55	\$15.23	\$15.23
Patnaude, Carol	Aug-07	\$8.58	\$10.49	\$13.33	\$15.23	\$15.23
Plant, Rhonda	Jan-06	\$8.65	\$10.54	\$13.34	\$15.23	\$15.23
Pratt, Heidi	Aug-07	\$8.58	\$10.49	\$13.33	\$15.23	\$15.23
Reyes, Cleofe	Nov-04	\$9.30	\$10.97	\$13.49	\$15.23	\$15.23
Rivers, Margaret	Apr-01.	\$10.43	\$11.73	\$13.75	\$15.23	\$15.23
Thompson, Holly	May-03	\$9.91	\$11.38	\$13.63	\$15.23	\$15.23
Thompson, Katelyn	Aug-07	\$8.58	\$10.49	\$13.33	\$15.23	\$15.23
Thompson, Susan	Sep-90	\$12.99	\$13.44	\$14.33	\$15.23	\$15.38
Walton, Kevin	Aug-07	\$8.58	\$10.49	\$13.33	\$15.23	\$15.23
Zabiegalski, Frances	Aug-07	\$8.58	\$10.49	\$13.33	\$15.23	\$15.23