

AGREEMENT

between the

**BURLINGTON
SCHOOL
COMMITTEE**

and the

**BURLINGTON
SCHOOL OFFICE
PERSONNEL**

**AFSCME
MASS STATE COUNCIL 93
LOCAL 1703**

**July 1, 2008
to
June 30, 2011**

COLLECTIVE BARGAINING AGREEMENT
between the
BURLINGTON SCHOOL COMMITTEE
and the
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES
AFL-CIO, MASS. STATE COUNCIL 93
LOCAL 1703

This agreement entered into by the Burlington School Committee, hereinafter referred to as the employer, and Local 1703, State Council 93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the union, has as its purpose the promotion of harmonious relations between the employer and the union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

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**ARTICLE I
Recognition**

The employer recognizes the union, AFSCME Council 93, Local 1703, as the exclusive bargaining agent for the purposes of establishing wages, hours and conditions of employment for all clerical employees of the Burlington School System.

**ARTICLE II
Agency Fee**

All persons covered by the terms of this agreement shall be required, as a condition of employment, to be members of the union or to pay to the union an agency service fee. The amount of such fee shall be determined by Local 1703 AFSCME.

**ARTICLE III
Check-Off**

The School Committee agrees to deduct weekly from the salary of employees so designating, the amounts determined by Local 1703 as dues and initiation fees. Such monies deducted shall be transmitted to the treasurer of Local 1703. Such deductions shall be made after receipt of written authorization from the employee.

Authorization for Payroll Deduction

By _____
Employee's Name

To _____
Employer's Name

Effective _____, I hereby request and authorize you to deduct from my earnings each payroll period the amount of \$_____. This shall be paid to the treasurer of the Local No. 1703 and represents payment of my union dues. These deductions may be terminated by me giving you a sixty (60) day written notice in advance or upon termination of my employment.

Employee's Signature

Employee's Address

ARTICLE IV
Just Cause

The employer and the union shall recognize and adhere to all Civil Service and State labor laws, rules and regulations relative to seniority, promotions, transfers, discharges, removals, and suspensions.

ARTICLE V
Nondiscrimination

There shall be no discrimination against or in favor of any employee because of union activity, race, sex, age, religion, or political belief.

ARTICLE VI
Grievance and Arbitration Procedure

Any grievance or dispute, which may arise between the parties concerning the meaning or interpretation of this agreement, shall be settled in the following manner:

Level One: The union steward and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing with the employee's immediate supervisor within three (3) working days of the date of the grievance or his/her knowledge of its occurrence. The immediate supervisor shall attempt to adjust the matter and shall respond to the steward in writing within three (3) working days.

Level Two: If the grievance has not been settled, it shall be presented in writing to the Director of Finance and Operations within three (3) working days after the immediate supervisor's response is due. The Director of Finance and Operations shall respond to the steward in writing within three (3) working days.

Level Three: If the grievance still remains unadjusted, it shall be presented to the Superintendent of Schools in writing within three (3) working days after the response of the Director of Finance and Operations is due. The Superintendent of Schools shall respond in writing within three (3) working days.

Level Four: If the grievance still remains unadjusted, it shall be presented to the Burlington School Committee in writing within five (5) working days after the response of the Superintendent of Schools is due. The Committee will act upon the grievance if it is received by members of the Committee at least twenty-four (24) hours prior to a regularly scheduled meeting; otherwise the grievance will be acted upon at the next scheduled School Committee meeting. The Burlington School Committee shall respond in writing within five (5) working days following the School Committee meeting at which action is taken. Failure by the School Committee to reply within this period shall be construed as a decision favorable to the employee.

When Levels One through Four of the grievance procedure take place during working hours, there will be no loss of time by employees in the processing of grievances from Level One through Four.

Level Five: If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the School Committee is due, by written notice to the other, request arbitration.

The arbitration procedure shall be conducted by an arbitrator to be selected by the employer and the union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the State Board of Conciliation and Arbitration, Massachusetts Labor Relations Commission shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the employer and the union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

The expenses for the arbitrator's service and the proceedings shall be borne equally by the employer and the union; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

ARTICLE VII

Work Week

A. The regular workweek for all full-time employees shall be thirty-seven and one-half (37½) hours per week excluding a duty free half hour lunch period that shall be scheduled at the middle of each work day whenever feasible. The regular workday for all full-time employees shall be seven and one-half (7½) hours. The actual start and end times of all positions shall be established by the Building Principal, Administrator or Director, so as not to exceed the daily or weekly total as stated above. The end time for all positions shall be no later than 5:00 P.M. on any given day. Start and end times, once established, may not be changed without consent of the employee/union or a vacancy occurs. In the event of a vacancy, the hours shall be stated within the posting and be in compliance with all provisions as outlined above.

For work in excess of the regular workday or regular workweek, all Office Personnel shall be compensated at the rate of time and one-half (1½).

On or before the end of each school year, the Superintendent or designee shall establish summer work hours for all 52-week employees. Once established, they shall remain in effect for the duration of the summer vacation unless mutually agreed upon by the School Department and the employee/union.

B. The administration, in cooperation with school office personnel, will establish and plan for an annual one-day in-service training program for all members of the union. If a member of the union is on vacation on the day of the in-service training program and wishes to attend, she shall be granted a substitute vacation day.

C. In the event of a bomb scare, fire in the building, loss of heat, or any unforeseen circumstances which forces the closing of a building and the dismissal of teachers and students by the administration in that building, all school office personnel may be required to provide services in another building not affected.

D. In the case of a severe storm that forces administrators to dismiss students and teachers before the end of the scheduled day, all school office personnel shall be granted the same privilege. With the announcement of "NO SCHOOL" as the result of a severe storm, office personnel will not be required to report for work nor shall personnel be penalized under said conditions by forfeiture of any benefits that may have accrued.

E. No member of the clerical staff shall remain in a building alone without either an administrator or custodian present.

F. First call for substitute clerks will be those who have been laid off because of reduction in force. These clerks will be paid at the same salary step as at the time of termination. Any other substitute clerks will be taken from the Civil Service list of clerk typists if such a list is available. These substitute clerks will be paid at Step 1, Clerk Typist rate on the salary scale, except when filling in for a higher grade, for which the employee shall be paid at the higher rate of pay if they are trained and qualified.

All non-52 week employees will be utilized to fill in for vacations and summer work, if needed. Compensation will be paid at their current grade and step as specified in the bargaining agreement.

ARTICLE VIII
Paid Holidays

A. All school office personnel shall be granted the following thirteen (13) holidays:

New Year's Day	Work Day Prior to Independence	Veterans Day
Martin Luther King Day	Day (52-week clerks)	Thanksgiving Day
Washington's Birthday	Independence Day (52-week clerks)	Friday after Thanksgiving
Good Friday	Labor Day	Day before Christmas
Patriots' Day	Columbus Day	Christmas
Memorial Day		

B. Fifty-two (52) week clerks only receive "Work Day prior to Independence Day and Independence Day for a total of fifteen (15) days. In the event the holiday occurs during a vacation period or a period of bereavement, the individual would receive benefits by selecting a substitute day mutually convenient for the school system and the individual, either prior to or after the holiday or added to her summer vacation days.

C. School office personnel will abide by the school calendar in any and all instances where it may differ from this agreement.

D. On the day prior to Thanksgiving, school office personnel are allowed to leave their respective buildings after all teachers and administrators have left said building. No school office personnel will be dismissed later than 12 noon.

E. Holiday pay for provisional employees will begin after thirty (30) calendar days of appointment.

ARTICLE IX
Vacation Allowance

A. Vacation leave for employees covered by this agreement shall be:

Fifty-Two (52) Week Employees

Date of employment to end of first year of employment	1 day per month not to exceed 10 days
1 year but less than 5 years	10 days
5 years but less than 10 years	15 days
10 years but less than 15 years	20 days
15 years but less than 20 years	25 days
20 years or more	30 days

Forty-Six (46) Week Employees

Date of employment to end of first year of employment	6 hours per month not to exceed 8 days
1 year but less than 5 years	8 days
5 years but less than 10 years	12 days
10 years but less than 15 years	16 days
15 years but less than 20 years	20 days
20 years or more	24 days

Forty-Six (46) Week, Twenty (20) Hours per Week Employees

Date of employment to end of first year of employment	3 hrs. per month not to exceed 8 four-hour days
1 year but less than 5 years	8 four-hour days
5 years but less than 10 years	12 four-hour days
10 years but less than 15 years	16 four-hour days
15 years but less than 20 years	20 four-hour days
20 years or more	24 four-hour days

BHS Cafeteria Clerk and Nurses' Health Records Clerk

Date of employment to end of first year of employment	2 hrs. per month not to exceed 6 four-hour days
1 year but less than 5 years	6 four-hour days
5 years but less than 10 years	10 four-hour days
10 years but less than 15 years	14 four-hour days
15 years but less than 20 years	18 four-hour days
20 years or more	22 four-hour days

B. Vacation leave shall be available for use as earned. Preference in granting leave shall be based on seniority.

C. 1. Credit balance on June 30, 1982 shall not exceed the number of days an employee is entitled to in accordance with the schedule in paragraph A. The credit balance on any subsequent June 30 shall not exceed the number of days an employee is entitled to in accordance with the schedule in paragraph A.

Employees, who on June 30, 1982 may have in excess of their normal vacation entitlements in accordance with paragraph A, shall reduce said excess to no more than their normal entitlement by June 30, 1983.

2. After July 1, 1982 vacation leave shall be credited on a fiscal basis, July 1 to June 30.
3. In a year when an employee's leave credit changes in accordance with the schedule in paragraph A above, leave from the employee's anniversary date to the following June 30 will be prorated and credited at the higher rate as earned.

D. Vacation leave earned and credited on June 30 of a given year must be taken by June 30 of the following year. All school office personnel will be notified in writing by the Business Office of the total number of accumulated vacation leave days by July 15 of each year.

E. Upon resignation or retirement, an employee shall be paid all accumulated vacation time.

F. Upon the death of a person who is eligible for a vacation under these rules, payment shall be made for the amount of vacation time earned prior to the employee's death but not taken. The following order of precedence shall be in effect:

1. To the surviving beneficiary or beneficiaries, if any, lawfully designated by the person under the Middlesex Retirement System.
2. If there be no such designated beneficiary, to the estate of the deceased.

G. Forty-six (46) week employees will take vacations during scheduled Christmas, February, and April vacations. Balance of days, if any, may be taken at any time until the end of the fiscal year subject to the operating needs of the office or paid at the end of the fiscal year. Requests for such leave to be made at least one (1) week in advance.

H. Fifty-two (52) week clerks will take allotted time for vacations. If a clerk wishes extra time without pay for vacation purposes, it will be limited to ten (10) days subject to the approval of the Superintendent of Schools.

I. Vacation leave for provisional employees will be earned from the date of appointment. Vacation leave may be used after serving one hundred eighty (180) calendar days.

ARTICLE X
Sick Leave

A. All school office personnel shall be granted sick leave to be credited as of July 1 each year as follows:

1. Fifty-two (52) week school office personnel shall receive fifteen (15) days.
2. Forty-six (46) week school office personnel shall receive thirteen (13) days.
3. Forty-six (46) week twenty hours per week shall receive thirteen (13) four-hour days per year. The cafeteria clerk and nurses' health records clerk shall receive ten (10) four-hour days per year.

All school office personnel will be notified in writing by the Business Office of the total number of accumulated sick leave days prior to the start of the next school year.

B. In case of serious illness of husband, wife, child, parent of either spouse or person subject to these rules: an employee who has been employed for twelve (12) consecutive months or who has worked 1250 hours in the last twelve months is entitled to up to a total of twelve weeks of family and medical leave in any twelve (12) month period. The leave shall be an unpaid leave unless the employee elects to use an accumulated paid leave. The employee must give at least 30 days notice of the intended date upon which leave will commence and terminate, unless prevented by an emergency situation from giving that notice.

The employee may be requested to provide written medical certification to support the claim based on the employee's own illness or to care for a seriously ill child, spouse, or parent. The employer may require the certification to include a statement by a medical provider that the employee cannot perform the job duties or that the amount of time the employee requests is needed to care for the family member. The employer may require, at its expense, a second or third medical opinion and a fitness for duty to return to work. The reasons for taking leave under the provision of the Family Medical Leave Act of 1993 are as follows:

1. Because of the birth of a child or to care for a newborn child.
2. Adoption of a child or the placement of a foster child.
3. To care for a seriously ill spouse, son, daughter, including an adopted or foster child, or parent.
4. Because of a serious condition that disables the employee from performing the functions of the employee's position.

Leave to care for a seriously ill family member or because of an employee's own illness, may be taken intermittently or on a shorter work schedule, at the employee's request and when medically necessary.

C. Sick leave not used in any year may be accumulated without limit.

D. Sick leave for provisional employees will be earned from the date of appointment. Sick leave may be used after serving ninety (90) calendar days.

E. Clerical employees who use less than five (5) sick days in a school year may choose to participate in the Attendance Program at the rate of \$70.00 per unused sick leave day for up to five (5) days per school year.

<u>Sick Days Used</u>	<u>Incentive Days</u>	<u>Incentive Amount</u>
0	5	\$350
1	4	\$280
2	3	\$210
3	2	\$140
4	1	\$ 70

Incentive days will be deducted from the employees accumulated sick leave days when the incentive amount is paid. Employees will notify the School Department of their intent to participate by September 1st of each school year. Employees will receive their incentive payments two weeks after the completion of the respective school year.

Voluntary Sick Leave Transfer Program

A. Upon the effective date of this agreement, a voluntary sick leave transfer program shall be established for eligible members covered by this agreement who:

1. have a serious illness, and
2. have exhausted their own accumulated sick leave.

B. When conditions in paragraph A have been identified, members of the bargaining unit may voluntarily contribute a day of his/her sick leave to be used by the member who is seriously ill and whose sick leave has been exhausted.

ARTICLE XI Personal Leave

A. All permanent employees covered by this agreement shall be granted personal leave as follows:

- Fifty-two (52) week employees – three (3) days
- Forty-six (46) week employees – two (2) days

This time period covers July 1 through June 30 of each year. Any unused personal days shall be added to sick leave at the end of the year. This personal leave is in addition to sick leave benefits. All personnel using a personal leave day will complete appropriate forms for bookkeeping. This personal leave shall be used for legal business, household, or family matters which cannot be taken care of during non-working hours. Personal leave cannot be used to extend vacations or to extend weekends. Applications for such leave will be made at least three (3) days in advance except in the case of emergency.

Forty-six (46) week twenty hours per week employees shall receive two (2) four-hour days per year.

The cafeteria clerk and nurses' health records clerk shall receive one (1) four-hour per day per year.

B. Personal leave for provisional employees will be earned from the date of appointment. Personal leave may be used after serving ninety (90) calendar days.

ARTICLE XII
Conference Leave

A. A minimum of four (4) clerical staff members will be granted leave to attend the annual meeting of the Massachusetts Association of School Secretaries and/or other such in-service meetings as approved by the Superintendent or designee. Expenses for attending such meetings will be paid as for other employees of the Burlington Public Schools.

B. The four (4) members attending the Massachusetts Association of School Secretaries annual meeting shall continue to come from as many departments and/or schools as possible. In no case will more than two (2) members be approved to attend from the same school and/or department in any one year.

ARTICLE XIII
Leave of Absence

A. Bereavement Leave – In case of death of an employee's spouse, child or stepchild, parent of either spouse, grandchild, a member of the bargaining unit shall be granted leave of absence with pay for five (5) working days. Such paid leave may not exceed five (5) days and must be taken from the time of death up to two weeks after the funeral.

In the case of any immediate family as listed, a member of the bargaining unit shall be granted a leave of absence with pay for up to four (4) working days. Immediate family is defined as brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, uncles, aunts, first cousins or other relative residing in the same household as employee. A three (3) day bereavement leave will be given for spouse's grandparents; a two (2) day bereavement leave will be given for niece or nephew. This leave shall be taken within the period of time from the date of death through four (4) days after the funeral. Such paid leave may not exceed four (4) days.

B. Leave of absence without pay may be granted with the approval of a person's principal or supervisor and the Superintendent of Schools to a member of the unit. Such leave of absence shall not exceed one (1) school year pending Civil Service approval for a leave in excess of three (3) months. In the event such leave is granted, school office personnel will not forfeit any accrued benefits and with the assurance that they will return to a position at the same salary rate they were receiving when the leave began.

ARTICLE XIV
Seniority and Recall Rights

Seniority – Section 33 (formerly 15D) Civil Service Law

The principle of seniority shall be a factor in cases of promotion, transfer, vacations, and increases or decreases in the working force in agreement with Civil Service regulations.

Seniority shall be computed from the date of commencement of duties after appointment from a certified list pursuant to Civil Service rule.

Recall Rights – Section 39 Civil Service Law

Permanent employees separated from positions under Section 39 because of lack of work, or lack of money, or abolition of positions shall be reinstated prior to the appointment of any other applicants to fill such positions or similar positions, provided that the right to such reinstatement shall lapse at the end of the five (5) year period following the date of separation.

For a period not to exceed twenty-six (26) months from the first day that an employee is initially terminated under Section 39, he/she shall be entitled to the following recall rights:

1. Any accumulated sick days will be maintained.

2. Vacation credit shall be determined on total seniority rather than recall date.
3. Longevity increments will be based on total seniority rather than recall date.
4. When recalled within twenty-six (26) months, placement on the salary schedule to be the same as when terminated.
5. If an employee is asked to return to work within the twenty-six (26) month recall period and refuses, then all recall rights and credits as noted in Article XIV would be terminated.

**ARTICLE XV
Positions and Upgrading**

A. Any vacancy in permanent clerical positions or opening caused by resignation, transfer, or upgrading that is intended to be filled or created shall be posted throughout the system within seven (7) working days of receipt of resignation or retirement. A reply will be returned within five (5) working days of notice. The position(s) will be filled subject to the approval of the Superintendent of Schools or designee. If vacancies occur during school vacations, notice will be sent to the president of the clerical union for proper notification to members.

B. Seniority shall be a factor in awarding a job if there is more than one qualified applicant. The appointing authority shall have the final decision on appointments to said positions.

**ARTICLE XVI
Health and Welfare**

A. The School Committee, as the bargaining agent for the Town regarding health insurance issues, agrees that all changes to plan design (including co-payment amounts), premium splits and/or insurance carriers regarding health insurance will be bargained in accordance with the provisions of Massachusetts General Law c. 150E.

B. The School Department's contribution to medical insurance premiums for fiscal year 2009 shall be as follows:

- 50% of total monthly premium for BX/BS Blue Choice (Indemnity Plan)
- 75% of total monthly premium for BX/BS HMO Blue Family Plan and 76% of Individual Plan
- 75% of total premium for Harvard/Pilgrim Health Plan

Effective January 1, 2009 the Town of Burlington shall pay 70% of HMO plans with a minimum of two (2) HMO Plans being offered and the employee shall pay 30% of the HMO Plan.

C. Either party shall have the option to request further bargaining relative to change in medical insurance premiums, inclusion of the Massachusetts Employees Eye and Dental Fund, or any proposed changes that are collectively bargained between the Union and the Burlington School Department.

The current plan design and co-payment structure shall continue until any changes are collectively bargained between the Union and the Burlington School Department.

Effective January 1, 2009, the School Committee through the Town agrees to offer a Flexible Benefits Plan in accordance with all applicable Federal and Massachusetts Laws and Regulations. All administrative costs will be paid by the Town.

ARTICLE XVII

Longevity

A. A longevity increment as specified in paragraph B. shall be granted to each full-time employee, including provisional employees at the completion of each five (5) years of full-time employment.

B. Effective July 1, 2009 the longevity increase will be:

\$800 at the completion of five (5) years of full-time employment

\$1,200 at the completion of ten (10) years of full-time employment

\$1,600 at the completion of fifteen (15) years of full-time employment

\$2,000 at the completion of twenty (20) years of full-time employment

Effective July 1, 2010, employees will receive a longevity increment of \$2,500 at the completion of twenty five (25) years of full-time service.

C. The longevity increment shall in no way be considered as part of the salary rate for Civil Service purposes.

D. The longevity shall be included, for all applicable purposes, in determining any and all rights under the Middlesex Retirement Fund.

ARTICLE XVIII

Miscellaneous Provisions

A. Representatives of AFSCME shall have reasonable access to the premises for purposes of administering this agreement.

B. The employer shall provide a bulletin board in each building for the posting of union notices.

C. The union shall be notified of any disciplinary action within forty-eight (48) hours. Disciplinary action is defined as discharge, suspension, loss of benefits, and written warnings.

D. The employees covered by this Agreement shall be reimbursed up to \$175.00 annually for the repair or replacement of eyeglasses or contact lenses broken on the job.

E. No more than one (1) delegate, either elected as a delegate or as an elected alternate delegate, or a delegate designated by an office he or she might hold as an officer of the union, may attend a convention approved by the Superintendent of Schools and shall suffer no loss of pay when such attendance necessitates absence during the employee's normal work year.

F. When a position is intended to be filled during a period of extended illness or vacation within a multi-person office, the higher graded position will be filled by qualified personnel within the office. Additional compensation shall be at the rate of \$10 per day beginning on day three and retroactive to day one. If a substitute is required, said substitute will fill the lower graded position. Backfilling will be instituted at the discretion and authorization of the Superintendent or designee.

G.

1. Introduction - The Burlington School Department and the Union recognize that automation and technology change are an integral part of work within the bargaining unit of the Burlington Office Personnel.

2. Technological Change - The Burlington School Department will notify the Union at least thirty (30) days in advance of any proposed technological change which the Department plans to introduce.

3. Ergonomic Guidelines - The State guidelines on visual display terminals, CRT's, and printers, originally issued in 1984 and periodically amended, shall be used as a reference for this Article.
4. Education Courses - During each year of the current contract, members may take a college course, seminar, or workshop, which will assist them in their clerical employment. The total available compensation per contract year is \$800.00. It will be distributed to the first four (4) clerical employees who apply or until the total sum is claimed. The compensation is available for tuition, books, or related course fees.
5. Computer Proficiency - During each school year of the current contract members who, in the daily performance of their job, demonstrate a proficiency in any of the following three (3) computer programs: Munis, Access, or Win School shall be paid a stipend of \$950.00 during that school year. The stipend is to be included into the base wage. The Computer Coordinator of the Burlington School Department shall administer a proficiency test on these programs

H. Upon a written sixty (60) calendar day notice with twenty (20) years of service to the Burlington School Department of an intent to retire under the provisions of the Middlesex Retirement System, employees will be paid 15% of their total salary for the fiscal year they intend to retire. This retirement longevity stipend will only be paid if all of the conditions above have been met by the employee. The employee shall have the option of the longevity stipend being paid out as a lump sum payment upon retirement or during the course of their last sixty (60) days of employment. The option must be chosen at the time of notification to retire.

I. The employer will furnish every person covered by this agreement with a bound copy of the contract document.

J. A joint committee consisting of two (2) members of the bargaining unit and members of the school administration will meet to develop a procedure for testing clerks not classified as stenographers who perform stenography a considerable amount and for which stenography skill is required by their supervisor.

K. All employees who transfer from one department to another department will retain the following accrued benefits:

1. Longevity (for payroll purposes, not for purposes of seniority within the bargaining unit.)
2. Vacation Leave
3. Sick Leave
4. Personal Leave

L. Employees covered by this agreement shall be on a pro-rata basis for purposes of salary compensation, as defined in Article XIX of this Agreement.

M. School Safety

1. All members of the unit will be paid a weekly stipend of \$14.50 per week for weeks designated to work as compensation for duties as they relate to School Security and outlined in Section 4 below.
2. The parties acknowledge the important role each member of the bargaining unit has with regards to School Safety, and hereby agree to mutually address issues related to the delivery of services with regard to School Safety within the Burlington School Department. The parties acknowledge that clerical employees within this bargaining unit are not trained or have the necessary experience to maintain security procedures, but rather will provide information to proper authorities when they believe, or have actual knowledge that a breach of security has taken place. No member of the bargaining unit shall be adversely affected by procedures relating to School Safety.

3. The parties, recognizing that School Safety is an ongoing process, agree to establish a School Safety Committee (SSC) comprised of three (3) representatives of the Union and three (3) representatives of the Burlington School Department. Also, a representative of the Burlington Police Department will be allowed to attend Committee meetings. The Committee shall convene at the request of any member of the SSC. The purpose of this SSC shall be to establish effective communication, make recommendations to improve School Safety and make reports to the Superintendent of Schools regarding School Safety. No procedure that impacts the bargaining unit shall be established unless mutually agreed to by all parties of the SSC.

4. Examples of participation in the Burlington School Department School Safety Program:
 - Utilize security equipment (e.g. monitors, audio speakers) where appropriate
 - Signing in visitors
 - Controlling ingress traffic when doors are locked
 - Notify appropriate authorities (e.g. Principal/Police) in cases of breach of security
 - Participation in professional development sessions regarding School Safety
 - Participate in Emergency Protocols as necessitated

Examples of duties and responsibilities not covered by bargaining unit members:

 - Locking of exterior doors
 - Controlling egress traffic
 - Visual recognition of persons seeking access to building

5. At each work location where visitors sign in, a list of School Department personnel (By Title) that are allowed to authorize access shall be clearly posted where a door activation device is located. In addition, a direct Emergency 911 line shall be installed in all offices where bargaining unit members are situated.

**ARTICLE XIX
Compensation**

The parties agree that for the duration of this agreement, the positions covered by this agreement shall be compensated as listed below:

7/1/08 3%	Entry Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Prin. Clerk & Steno	635.49	671.49	707.35	743.19	779.10	813.02	832.12	856.60	869.44
Bookkeep	635.49	671.49	707.35	743.19	779.10	813.02	832.12	856.60	869.44
Acct. Clk/ Bookkeep Mach Op	635.49	671.49	707.35	743.19	779.10	813.02	832.12	856.60	869.44
Prin .Clerk & Secy	605.34	639.64	671.49	707.36	743.19	777.11	795.23	820.68	832.99
Prin. Clk/ Clk Steno	553.06	584.39	639.64	671.49	707.36	741.27	760.37	784.85	796.62
Clerk Typist	531.45	561.56	584.39	639.64	671.49	705.42	724.51	749.00	760.23

1/1/09 \$400	Entry Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Prin. Clerk & Steno	643.18	679.18	715.04	750.88	786.79	820.71	839.81	864.29	877.13
Bookkeep	643.18	679.18	715.04	750.88	786.79	820.71	839.81	864.29	877.13
Acct. Clk/ Bookkeep Mach Op	643.18	679.18	715.04	750.88	786.79	820.71	839.81	864.29	877.13
Prin .Clerk & Secy	613.03	647.33	679.18	715.05	750.88	784.80	802.92	828.37	840.68
Prin. Clk/ Clk Steno	560.75	592.08	647.33	679.18	715.05	748.96	768.06	792.54	804.31
Clerk Typist	539.14	569.25	592.08	647.33	679.18	713.11	732.20	756.69	767.92

7/1/09 3%	Entry Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Prin. Clerk & Steno	662.47	699.55	736.49	773.40	810.40	845.33	865.00	890.22	903.45
Bookkeep	662.47	699.55	736.49	773.40	810.40	845.33	865.00	890.22	903.45
Acct. Clk/ Bookkeep Mach Op	662.47	699.55	736.49	773.40	810.40	845.33	865.00	890.22	903.45
Prin .Clerk & Secy	631.42	666.75	699.55	736.50	773.40	808.35	827.01	853.22	865.90
Prin. Clk/ Clk Steno	577.57	609.84	666.75	699.55	736.50	771.43	791.10	816.32	828.44
Clerk Typist	555.31	586.32	609.84	666.75	699.55	734.50	754.17	779.39	790.96

1/1/10 \$200	Entry Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Prin. Clerk & Steno	666.32	703.40	740.34	777.25	814.25	849.18	868.85	894.07	907.30
Bookkeep	666.32	703.40	740.34	777.25	814.25	849.18	868.85	894.07	907.30
Acct. Clk/ Bookkeep Mach Op	666.32	703.40	740.34	777.25	814.25	849.18	868.85	894.07	907.30
Prin .Clerk & Secy	635.27	670.60	703.40	740.35	777.25	812.20	830.86	857.07	869.75
Prin. Clk/ Clk Steno	581.42	613.69	670.60	703.40	740.35	775.28	794.95	820.17	832.29
Clerk Typist	559.16	590.17	613.69	670.60	703.40	738.35	758.02	783.24	794.81

7/1/10 2%	Entry Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Prin. Clerk & Steno	679.65	717.47	755.15	792.80	830.53	866.17	886.23	911.95	925.44	939.33
Bookkeep	679.65	717.47	755.15	792.80	830.53	866.17	886.23	911.95	925.44	939.33
Acct. Clk/ Bookkeep Mach Op	679.65	717.47	755.15	792.80	830.53	866.17	886.23	911.95	925.44	939.33
Prin .Clerk & Secy	647.98	684.01	717.47	755.16	792.80	828.44	847.48	874.22	887.15	900.45
Prin. Clk/ Clk Steno	593.05	625.97	684.01	717.47	755.16	790.78	810.85	836.57	848.94	861.67
Clerk Typist	570.35	601.98	625.97	684.01	717.47	753.12	773.18	798.90	810.71	822.87

1/1/11 \$200	Entry Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Prin. Clerk & Steno	683.50	721.32	759.00	796.65	834.38	870.02	890.08	915.80	929.29	943.18
Bookkeep	683.50	721.32	759.00	796.65	834.38	870.02	890.08	915.80	929.29	943.16
Acct. Clk/ Bookkeep Mach Op	683.50	721.32	759.00	796.65	834.38	870.02	890.08	915.80	929.29	943.16
Prin .Clerk & Secy	651.83	687.86	721.32	759.01	796.65	832.29	851.33	878.07	891.00	904.30
Prin. Clk/ Clk Steno	596.90	629.82	687.86	721.32	759.01	794.63	814.70	840.42	852.79	865.52
Clerk Typist	574.20	605.83	629.82	687.86	721.32	756.97	777.03	802.75	814.56	826.72

ARTICLE XX
Duration

This agreement shall remain in full force and effect for three (3) years, from July 1, 2008 until June 30, 2011. It shall renew automatically from year to year, thereafter, unless either party shall serve written notice by registered or certified mail to the other of its desire to amend, modify, or terminate this agreement.

Notification on or about November 1, 2010 of the desire of either party to amend or modify this agreement shall be in writing to the other party setting forth in such notice a list of proposals, changes or modifications desired by the party giving notice. Upon receipt of such notice, the parties shall make mutually satisfactory arrangements to engage in negotiations on the issued raised.

During negotiations, nothing shall preclude either party from modifying any proposal made.

In witness thereof, the employer has caused this instrument to be duly executed by its authorized designees and the union's designees acting in behalf of the employees has caused this instrument to be signed by its proper officers hereunder duly authorized this 14th day of August, 2008.

For the Burlington School Committee:

Michael F. DeSimone, Chairman
Thomas F. Murphy, Jr., Vice Chairman

For the Union:

Deborah Walsh
Janet Bucher