

Memorandum of Agreement

WHEREAS, the City of Burlington ("City") and the CWA Local 1036, Burlington City School Traffic Guards (the "Union") (collectively the "Parties") are parties to a collective bargaining agreement (the "Agreement") which was in effect from January 1, 2017 to December 31, 2021;

WHEREAS, the Agreement governs the terms and conditions of employment for the City employees that are members of the Union;

WHEREAS, the Parties have engaged in good-faith negotiations for a successor Agreement to that which expired on December 31, 2021;

NOWHEREFORE, the Parties mutually agree to amend and modify the Agreement as follows:

1. **ARTICLE XXX - DURATION AND EFFECT:** Amend the effective period of this agreement to January 1, 2022 through December 31, 2025.
2. **ARTICLE VII - CHIEF STG STIPEND:** Amend this provision as follows:

"ARTICLE VII - CHIEF STG AND FIELD TRAINING GUARD STIPENDS"

A. The City of Burlington will allocate a stipend for the position of Chief STG. Volunteers will be solicited, and the position of Chief STG will then be appointed by the Chief of Police in his or her discretion. ~~This position would be an elected position by the STG's.~~ This Chief STG would be a liaison between the City, Chief of Police and other STG's as to communication changes.

~~2017 \$31.50 per week~~
~~2018 \$31.50 per week~~
~~2019 \$32.00 per week~~
~~2020 \$32.00 per week~~
~~2021 \$32.50 per week~~

2022 \$32.50 per week
2023 \$32.50 per week
2024 \$34.00 per week

2025 \$34.50 per week

B. The City will further allocate a stipend for the position of Field Training Guard. This stipend will be in the amount of \$300.00, paid annually at the end of the school year, beginning with the 2023-2024 school year, for any Guard who is designated and conducts training as a Field Training Guard.

Volunteers will be solicited, and the position of Field Training Guard will then be designated by the Chief of Police, in his or her sole discretion.

3. ARTICLE XV - SALARY: Amend this provision as follows:

1. Effective January 1, 2017-2022, the ~~five (5)~~ four (4) year salary guide to be paid to all STG's shall be as indicated below. All salary increases shall be retroactive to January 1, of each year. Rates listed below are "per hour."

~~Each employee will receive an increase of 2% effective January 1st of each year of this Agreement for each employee currently at Tier 1, Tier 2, or Tier 3.~~

Tier	2016 rates	2017	2018	2019	2020	2021
1	\$13.62/hour	\$13.89	\$14.17	\$14.45	\$14.74	\$15.04
2	\$14.69/hour	\$14.98	\$15.28	\$15.59	\$15.90	\$16.22
3	\$19.89/hour	\$20.29	\$20.69	\$21.11	\$21.53	\$21.96

Tier	2022	2023	2024	2025
1	\$15.54	\$16.29	\$17.19	\$18.19
2	\$16.72	\$17.47	\$18.37	\$19.37
3	\$22.46	\$23.21	\$24.11	\$25.11

All STG's hired on or after January 1, 2006 shall be paid in accordance with Tier 1 on the salary guide for their first seven (7) years of employment with the City. Upon reaching eight (8) years of continuous service, the STG will move from Tier 1 to Tier 2. No employee hired after January 1, 2006 shall move beyond Tier 2 on the guide.

4. ARTICLE XXI - HOLIDAYS: Amend this provision as follows:

All STGs shall receive Christmas Day and Thanksgiving Day as paid holidays in each year of the contract. Effective January 1, 2024, all STGs shall also receive Juneteenth (on the date celebrated by the Burlington City School District) and the Day after Thanksgiving as paid holidays.

5. ARTICLE XXIV - EQUIPMENT AND CLOTHING: Amend pertinent sections of this provision as follows:

One (1) Pair of Winter or Rubber Boots or both - The City shall reimburse a SIG up to ~~\$75.00~~ \$100.00 in each year of the contract when the employee supplies a receipt for the purchase(s).

One (1) Pair gloves - The City shall reimburse a STG up to ~~\$12.00~~ \$25.00 for gloves when the STG supplies a receipt for the purchase.

6. Except as modified above, all terms and conditions of employment contained in the Agreement between the City and the Union which expired on December 31, 2021, shall remain in full force and effect.

7. This Memorandum of Agreement is subject to ratification by the City Council and by the membership of the Union. Subject to such ratification, the undersigned hereby represent that they are authorized by their respective principals to enter into this Memorandum of Agreement.

8. The City shall prepare a new collective bargaining agreement incorporating the terms of this Memorandum of Agreement.

9. This Memorandum of Agreement represents the entire agreement of the Parties. Any and all proposals and counter-proposals not contained herein are deemed withdrawn and void.

FOR CITY OF BURLINGTON:

Barry W. Conaway

FOR CWA LOCAL 1036:

Billie Deelza
Staff Representative

Dated:

5/22/2024

Dated:

5/1/2024

RESOLUTION NO. 140-2024 OF THE COMMON COUNCIL OF THE CITY OF BURLINGTON RATIFYING A MEMORANDUM OF AGREEMENT WITH CWA LOCAL 1036, BURLINGTON CITY SCHOOL TRAFFIC GUARDS

WHEREAS, the City of Burlington and the CWA Local 1036, Burlington City School Traffic Guards (hereinafter "the Union") are parties to a collective bargaining agreement which expired on December 31, 2021; and

WHEREAS, the City of Burlington engaged in negotiations with the Union with respect to the terms and conditions of a successor agreement governing the employment of the employees represented by the Union; and

WHEREAS, the City and the Union have agreed a proposed terms for a successor collective bargaining agreement covering the period of January 1, 2022 through December 31, 2025 (the "CBA"); and

WHEREAS, the proposed terms for the CBA between the City and the Union are set forth in the Memorandum of Agreement ("MOA") between the parties which is attached hereto; and

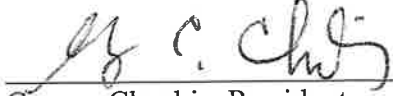
WHEREAS, the terms of the MOA have been reviewed and recommended by the Business Administrator; and

WHEREAS, the Common Council for the City of Burlington has reviewed the same and found it to be fair, reasonable, and in the best interests of the citizens in the City of Burlington to authorize the Mayor, or his designee, to execute the MOA and CBA with the terms agreed upon by the parties during negotiations.

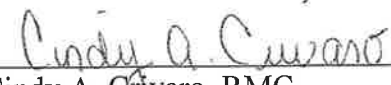
NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Burlington as follows:

1. The Common Council for the City of Burlington hereby accepts and ratifies the MOA with the CWA Local 1036, Burlington City School Traffic Guards, for the term of January 1, 2022 through December 31, 2025, and the Mayor, or his designee, is authorized to execute the same; and
2. Labor Counsel is authorized to draft the updated CBA incorporating the terms agreed upon by the parties as set forth in the MOA; and
3. The Mayor and Municipal Clerk are hereby authorized to execute the CBA and the Mayor, his Administration and the Labor Counsel are authorized to take such other action as is necessary and appropriate to effectuate the terms of this CBA consistent with its terms and the intent of this Resolution.

RESOLUTION NO. 140-2024


George Chachis, President
Common Council

Attest:


Cindy A. Crivaro, RMC
City Clerk

May 21, 2024

RECORD OF VOTE OF PASSAGE BY THE COMMON COUNCIL						
	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
BALLARD	✓		✓			
BERGNER-THOMPSON			✓			
RIJS						✓
ROQUE			✓			
SPAULDING			✓			
WOODARD		✓	✓			
CHACHIS			✓			