

Browning Public Schools
Board Agenda Request
Meeting To Be Held: 10/26/16



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- Recognition:** Students Staff Parents
Information: Building Report Old Business Superintendent's Report
Action: Resignation Hiring Contract Service Agreements
 Travel Out-of-State Travel In State Approvals
 Termination Legal Matters Other:
 This action request pertains to Elementary (only) High School/District Wide
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Date: 10/13/16

To: **Board of Trustees**
 Browning Public Schools

From: John P. Rouse
Title: Superintendent

Subject: **Approve the Master Contract Agreement Between Browning School District #9 and the Browning Federation of Classified Employees for 2015-2018**

Description: At 10:17 PM on October 12, 2016, representatives negotiating on behalf of the Board of Trustees accepted a package proposal from the Federation of Classified Employees. The Union membership scheduled a vote to approve the agreement on October 24th. Pending their ratification of the agreement, the administration recommends that the Board approve the agreement.

Financial Impact: \$ See attached cost estimate

Funding Source (Budget/grant, etc.): N/A

Attachment(s): Classified Master Contract Agreement Changes 2015-2018

Approval: Superintendent's Office/Finance/Personnel as applicable (Initial) _____

Comments: _____

Board Action: N/A (Info) Approved Denied Tabled to: _____

October 13, 2016

Tentative Agreement subject to membership vote.

All items and/or subjects of bargaining not addressed below are current Collective Bargaining Agreement (CBA).

#1. Preamble- Change dates as needed. Make other agreeable edit changes.

#2. Article I, add “Effective the first full pay period after the Union approves the new CBA, add night security in same old lane as before. ADD- Excluding “temporary” employees working less than 90 work days in a July 1>June 30 year.” (Note, not part of CBA: On the effective date, place night security employee in old lane on the first step of old lane so they have no cut in wages. On July 1, 2017 the standard wage and step applies.)

#4. Article VII, 5. Delete all of current and replace with: “5. Disciplinary Communications:

- A. No material derogatory to an employee’s conduct, service, character or personality shall be placed in files unless the employee has had the opportunity to read the material. The employee shall acknowledge that he/she has read such material by affixing his/her dated 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 not necessarily indicate agreement with the content. Should the employee refuse to acknowledge that he/she has read such material by affixing his/her dated signature on the actual copy, the delivering person shall attach a statement setting forth his/her attempt to deliver. The material along with the deliver’s statement shall be filed.
- B. The employee shall have the right to rebut any derogatory material in writing, and such rebuttal must be submitted within 30 calendar days of the initiating document.”

#5. Article VII, Section 6, C, Change to read: “The person doing the evaluation shall discuss the evaluation...”

#6. Article XIV, increasing amounts listed to \$600. (Note, not part of CBA. Because this is a flat amount, no retro-active. Increase amount starts Xmass 2016.)

#8. Article XVII, Step one add “grievance must be presented in writing “on the attached from, addendum A”

#9. Article XIX, 1.

Year 1, 2015 – 16 increase each cell of wage schedule by 40 cents. No step movement.

Year 2, 2016 - 17 increase each cell of wage schedule by 15 cents. No step movement.

Year 3, 2017 - 18 increase each cell of wage schedule by \$ 1.10. Step movement. Add steps 31 and 32 to wage schedule.

Retroactive wage (hourly wage rate) only for employees employed on the day the Union approves the new CBA.

#11. Article XIX, 4, 4, add “teacher assistants shall at all times be under the classroom supervision of a licensed teacher....”

#13. Article XXI: Add “For 2015 – 2017 years, ending June 30, 2017 – Amount already paid or will be paid - \$ 1094.

1. Starting July 1, 2017, the Board agrees to pay up to \$950 per month or the composite premium rate whichever is the smallest toward health insurance benefits plan for each permanent, full-time insurance participating employee whose assigned workweek is forty (hours) for the term of this Agreement. The Employer will pay the above amount and/or rate each month on a pro-rata basis for each insurance participating employee. “Pro-rata” means, as an example, the Employer will pay one-half of the aforementioned amount for one-half time insurance participating employees, etc. Each insurance participating employee agrees to pay any remaining composite rate premium cost of health insurance by way of payroll deduction. (Note, not part of CBA, for less than full year employees. as long as all employees alike, deduction each month or in May for summer months – Union choice)

For insurance non-participating employees, the District has no money obligations to the insurance non-participating employees, to the Union, to the Bargaining Unit, to the Insurance Plan, to the Insurance Program and/or to the Insurance Company/trust.

The District shall notify all personnel who are no longer eligible for insurance coverage at District expense of their right to participate in the same plan. Notification shall be made as soon as possible.

It is understood the Employer's only obligation under this Article is to purchase insurance policies and pay the premium amounts as agreed to herein, and no claim shall be made against the Employer as a result of denial of insurance benefits.”

Add insurance committee like Teachers Agreement. “A Federation Insurance Committee may make recommendations to the Superintendent in writing regarding insurance issues.”

#14. Article XXIV – change dates to reflect new CBA. Unless stated differently in this document Retroactive pay only for employees employed on the day the Union approves the new CBA. CBA ending in 2018. (Note, not part of CBA, Retro Pay checks out after approval by both, ASAP).

End of this Tentative Agreement document.