

ACE PROPOSAL 2021-2023

Page	Section	Proposed Change(s)									
		2021-2022									
4	Article III Compensation / Salary Schedule	Classification/ Job Description	Step 1	Step 2	Step 3	Longevity 10-14 years	Longevity 15-19 years	Longevity 20 + years	Step 3 only- Year 1		
		LVL I -- Assistant	15.75	18.95	22.25	24.25	24.75	25.25	Level III & IV only.		
		LVL II -- Clerk	16.75	19.95	23.25	25.25	25.75	26.25	2% increase- round up		
		LVL III --Secretary	17.75	21.05	24.75	26.75	27.25	27.75	\$24.75 (.50 increase)		
		LVL IV -- Admin Asst / Specialist	18.75	22.05	25.80	27.80	28.30	28.80	\$25.80 (.55 increase)		
				2022-2023							
		Classification/ Job Description	Step 1	Step 2	Step 3	Longevity 10-14 years	Longevity 15-19 years	Longevity 20 + years	Step 3-Year 2		
		LVL I -- Assistant	15.75	18.95	22.25	24.50	25.00	25.50	Level III & IV only.		
		LVL II -- Clerk	16.75	19.95	23.25	25.50	26.00	26.50	2.5% increase- round up		
		LVL III --Secretary	17.75	21.05	25.35	27.60	28.10	28.60	\$25.35 (.60 increase)		
LVL IV -- Admin Asst / Specialist	18.75	22.05	26.45	28.70	29.20	29.70	\$26.45 (.65 increase)				
6/22 Drop											
4	Article III Compensation / Salary Schedule	Update the salary chart to include longevity cells.									
6/22 Drop											

4	Article III Compensation / Longevity	Section 6. Longevity: Effective July 1, 2017 , Based on the chart below, employees who have completed the identified years of employment within the ACE unit will receive the additional amount per hour above the base hourly rate for the classification currently held.
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6/22 Drop

4	Article III Compensation / Longevity						Effective year 1	Effective year 2
		Beginning year 10 of employment through the 14th year \$1.75					add .25 total 2.00	add .25 total 2.25
		Beginning year 15 of employment through the 19th year \$2.25					add .25 total 2.50	add .25 total 2.75
		Beginning year 20 of employment \$2.50					add .50 total 3.00	add .25 total 3.25

6/22 Drop

5	Article VI Holidays Section 2	<p>Section 2. Ten month (217 days), ten and one-half month (227 days), and eleven month (237 days) employees shall receive nine (9) paid holidays. They are: Labor Day, Thanksgiving and the day following, Christmas Eve day, Christmas Day, New Year's Eve day, New Year's Day, Memorial Day, and one floating holiday. The floating holiday will be scheduled with the approval of the employee's immediate supervisor.</p>						
		<p>Add Subd. 1 The floating holiday will be scheduled with the approval of the employee's immediate supervisor.</p>						
		<p>Add Subd. 2. If the floating holiday is not used during the year it is accrued, it will be forfeited.</p>						
		<p>Add Subd. 3. When a paid holiday falls on a Saturday or Sunday, the holiday will be observed on the Friday before or the Monday after the holiday.</p>						
		<p>Add Subd. 4. Holiday pay will be paid while out on an authorized paid leave.</p>						

6/22 Drop

8	Article IX Bereavement Subd. 1 & 2	<p>Subd. 1. Up to five (5) days per event shall be granted for a death in the immediate family. Immediate family shall include spouse, children, step- children, parents, step-parents, and in-laws of a similar degree of relationship. ADD: Days granted are not required to be consecutive.</p> <p>Subd. 2. Up to three (3) days per event shall be granted for a death of grandparents, grandchildren, brother, sister,</p>
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		aunt, uncle, nephew, niece, and in-laws of a similar degree of relationship ie. sister-in-law. A maximum of an additional two (2) days may be permitted at the discretion of and upon the approval of the Executive Director of Human Resources. ADD: Days granted are not required to be consecutive.
6/22 Drop		
7	Article VIII Sick Leave Section 2 Attendance Incentive	An employee who as of July 1 (a) has accumulated leave sick time in excess of three hundred and sixty (360) hours determined as of June 15th of the same tax year, and (b) has taken one (1) or less leave days in the, current school year shall have sufficient leave days converted at the rate equal to three hundred seventy-five dollars (\$375) which shall be contributed to an active ISD 191 approved 403(b) plan as of July 15th payroll.
6/22 Drop		
13	Article XIV Retirement Section 1. Plan A	Plan A: Any member of the Unit employed on or before June 30, 1988, with at least ten (10) years District experience shall receive three (3) days pay for each year of service in the District or \$1,000, whichever is greater, upon retirement. Clerical employees who retire on or after July 1, 2006 will receive 3 days pay per year of service through their 24th year of service and 4 days pay per year of service starting with their 25th year of service. This payment shall not exceed the statutory limit. Pay shall be prorated on an eight (8) hour basis calculated upon the current pay status. An employee who is terminated for cause shall not be entitled to severance pay. Effective July 1, 2004, as close to 100% as possible of the severance for which an ACE member is eligible, shall be deposited into the Minnesota State Retirement System's Post-Retirement Healthcare Savings Plan.
6/22 TA		
13	Article XIV Retirement Section 2 Plan B Subd. 3	Effective July 1, 2015, the district will match up to \$1,100 to a 403(b) program for each clerical employee hired after April 18, 1996, or to employees who opted for Plan B of Article XIV prior to July 1, 1996, and who are beginning their third (3rd) year of work in the District and work at least 4 hours per day, 184 days per year.
6/22 TA		
13	Article XIV Retirement Section 2 Plan B Subd. 3	Effective July 1, 2020-2021 , the district will match up to \$1,300 \$1500 to a 403(b) program for each clerical employee, hired after April 18, 1996, or to employees who opted for Plan B of Article XIV prior to July 1, 1996, and who are beginning their third (3rd) year of work in the District and work at least 4 hours per day, 184 days per year
6/22 TA		
14	Article XIV Retirement Section 2 Plan B Subd. 4	MAXIMUM DISTRICT CONTRIBUTION: The amount the District shall contribute to any employee's 403(b) plan shall not exceed Thirty five thousand dollars (\$30,000) (\$35,000) during the time of the employee's employment with the District.
6/22 TA		
16	MOU	Any update to this MOU??
6/22 Renew LTD MOU		
4	Article III Compensation / Longevity	Add Section 7. De-escalation training. Employees who complete ISD 191's De-escalation annual training will receive an additional .15/hr for completion to their base salary.

6/22 Drop		
TBD	TBD	Notification to president when a position is vacated, posted or any changes to it.
6/22 Drop		
TBD	TBD	We would like to revisit from the past contract year regarding adding language to the contract for the option to work remotely? We had discussed this previously during the last negotiations.
6/22 Drop		

Section 6. Longevity: **Effective July 1, 2017**, Based on the chart below, employees who have completed the identified years of employment within the ACE unit will receive the additional amount per hour above the base hourly rate for the classification currently held. **The additional amounts reflect the total longevity contribution for each time period and do not compound previous longevity amounts.**

Beginning year 10 of employment through the 14th year \$1.75
 Beginning year 15 of employment through the 19th year \$2.25
 Beginning year 20 of employment \$2.50

Amounts reflect total contribution above the base salary for the time period. Amounts do not compound.		
Longevity 10-14 Years	Longevity 15-19 Years	Longevity 20+ Years
\$1.75	\$2.25	\$2.50

TA 6/22

**ARTICLE VI
HOLIDAYS**

- Section 1. School year employees do not earn nor receive holiday pay.
- Section 2. Ten month (217 days), ten and one-half month (227 days), and eleven month (237 days) employees shall receive nine (9) paid holidays. They are: Labor Day, Thanksgiving and the day following, Christmas Eve day, Christmas Day, New Year's Eve day, New Year's Day, Memorial Day, and one floating holiday. **The floating holiday will be scheduled with the approval of the employee's immediate supervisor.**
- Section 3. Twelve month (261 days) employees shall receive ten (10) paid holidays. They are listed in Section 2 plus Independence Day.
- Section 4. **Floating Holidays:** The floating holiday will be scheduled with the approval of the employee's immediate supervisor. If the Floating Holiday is not used during the fiscal year it is accrued, it will be forfeited.
- Section 5. When a paid holiday falls on a Saturday, the holiday will be observed on the Friday before. When a paid holiday falls on a Sunday, the holiday will be observed on the Monday after.

Section 6. Effective July 1, 2021, employees will be eligible for Holiday pay while out on leave, using previously accrued leave. Once the employee has exhausted their available leave, they will no longer be eligible for Holiday pay.

TA 6/22

ARTICLE IX BEREAVEMENT

Section 1. Bereavement Absence:

- Subd. 1. Up to five (5) days per event shall be granted for a death in the immediate family. Immediate family shall include spouse, children, step- children, parents, step-parents, and in-laws of a similar degree of relationship.
- Subd. 2. Up to three (3) days per event shall be granted for a death of grandparents, grandchildren, brother, sister, aunt, uncle, nephew, niece, and in-laws of a similar degree of relationship ie. sister-in-law. A maximum of an additional two (2) days may be permitted at the discretion of and upon the approval of the Executive Director of Human Resources.
- Subd. 3. If an employee has exhausted their accrued personal days, he or she may use up to (3) personal sick days to attend the funeral of someone with whom they have a significant relationship.
- Subd. 4. Additional days of sick leave may be granted for death in the immediate family, as determined by the Executive Director of Human Resources, and involving such reasons as out of state funerals and time needed to address legal estates, et al matters. Time granted may be non-consecutive days.

TA 6/22

Section 2 Attendance incentive.

An employee who as of July 1 (a) has accumulated **sick** leave time in excess of three hundred and sixty (360) hours determined as of June 15th of the same tax year, and (b) has taken one (1) or less leave days in the, current school year shall have sufficient leave days converted at the rate equal to three hundred seventy-five dollars (\$375) which shall be contributed to an active ISD 191 approved 403(b) plan as of July 15th payroll.

An employee who as of July 1 (a) has accumulated **sick** leave time in excess of three hundred and sixty hours (360) hours determined as of June 15th of the same tax year, and (b) has taken more than 1 leave day up to three (3) leave days in the, current school year shall have sufficient leave days converted at the rate of pay equal to two hundred and twenty-five dollars (\$225) which shall be contributed to an active ISD 191 approved 403(b) plan as of July 15th payroll.

An employee that takes more than three (3) leave days during the measurement period is not eligible for the conversion of leave days to a 403(b) contribution.

“Leave days” include all absences except Bereavement and paid days substituted for unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), as amended.

Effective July 1, 2014 the conversion rate for leave days shall be seventy-five dollars (\$75) per day.

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**ARTICLE XIV
RETIREMENT**

Members of the unit prior to April 18, 1996, may choose between either of the following two retirement/severance plans until July 1, 1996, and are then committed to that plan. All employees hired after April 18, 1996, are eligible only for Plan B

Section 2-1. Plan B:

Subd. 1. A District match to a 403(b) program is available to members of the unit hired after April 18, 1996, or to employees who opted for Plan B of Article XIV prior to July 1, 1996, and who are beginning their third (3rd) year of work in the District at .5 FTE or more. Effective July 1, 2009, all deposits including employee elections and employer matches will be deposited into one of the following 403(b) programs; Fidelity, Lincoln Financial Services, AXA (Equitable), or Educators Financial Services (E.S.I.)

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Update all dates

TA 6/22

Section 5. Emergency Dismissals: If after arriving for work, the employee is dismissed by authority of the Executive Director of Human Resources, a full day's wages shall be paid.

Subd 1. Emergency Closing: In the event the superintendent ~~cancel classes~~ closes facilities because of inclement weather or an emergency, the first emergency closing will be paid at the employee's daily rate of pay. If a second closing day occurs due to inclement weather or an emergency, staff may take a vacation day, floating holiday, or a personal day. School year employees that work the 184 scheduled student and workshop days may take a personal day or reschedule a make-up day with the approval of their supervisor.

TA 6/22

Financial

Year One

STEP	LVL 1	LVL 2	LVL 3	LVL 4
1	\$ 16.05	\$ 17.10	\$ 18.10	\$ 19.10
2	\$ 19.30	\$ 20.35	\$ 21.45	\$ 22.45
3	\$ 22.70	\$ 23.70	\$ 24.70	\$ 25.75

Year Two

STEP	LVL 1	LVL 2	LVL 3	LVL 4
1	\$ 16.40	\$ 17.45	\$ 18.45	\$ 19.50
2	\$ 19.70	\$ 20.75	\$ 21.90	\$ 22.90
3	\$ 23.15	\$ 24.20	\$ 25.20	\$ 26.25

403(b)

	YEAR 2	YEAR 3
\$ 1,300.00		
403(b)	Y	Y
	\$ 1,500.00	\$ 1,500.00

TA 6/22

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and The Association of Clerical Employees (hereinafter referred to as the Union), representing the Clerical employees of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2021 through June 30, 2023.
2. In the event that the District changes its Long Term Disability Insurance plan to a plan that has a longer qualifying period than 30 working days, the District agrees to provide a Short Term Disability Plan with a qualifying period no more than 14 calendar days.
3. The District agrees that up to one-third (1/3) of a day of accrued sick leave may be used to supplement the Short Term Disability income per work day on leave.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2023.

Association of Clerical Employees
Burnsville, MN 55337

Independent School Dist. 191
200 W. Burnsville Parkway
Burnsville, MN 55337

Union Representative Chair

Employer Representative

Dated: _____

Dated: _____