

SEIU Local 284
Monticello Education Support Specialist #882 Employees
Opening Negotiations Proposal February 6, 2024

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The following are the Union's initial proposals to the School District in negotiations for a successor collective bargaining agreement.

In the following proposals, (1) language that is **underlined and bold** is new language that is being proposed to be added to the agreement; (2) language with a ~~striketrough~~ is current contract language that would be removed from the agreement; and (3) all other language is current contract language that would continue into the next contract.

The Union reserves the right to add to, subtract from, delete, amend, or otherwise modify its bargaining proposals as the union deems fit and necessary during the course of these negotiations. All financial proposals are retroactive to July 1, 2023.

1. All dates changed to reflect a new two-year contract.

2. ARTICLE III DEFINITIONS

Section 2. Description of Appropriate Unit:

For purposes of the Agreement, the terms "Monticello Public Schools' Education Support Specialist" shall mean all persons in the appropriate unit employed by the School Board excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of twelve (12) hours per week or 35% of the work week, ~~employees who hold positions of a temporary or seasonal character for a period not in excess of sixty seven (67) full working days in any calendar year~~ and emergency employees.

3. ARTICLE VI RATES OF PAY - See financial offer.

Section 1. Rates of Pay

Subd. 1. The wages and salaries reflected in Appendix A, attached hereto, shall be a part of the Agreement for the period commencing July 1, ~~2021~~, 2023 and continuing through June 30, ~~2023~~ 2025.

4. ARTICLE VIII LEAVES OF ABSENCE

Section 1. Sick Leave

Subd. 1 All Education Support Specialists shall earn sick leave at the rate of ~~nine(9)~~ **Fifteen (15)** days annually at the start of each school year, but only a maximum of one hundred and twenty (120) sick leave days will carry over as June 30th of each year.

(New Section) Leave for Employees Working over 1000 hours:

Employees who have worked for over one thousand hours (1,000) over the previous twelve (12) months may take up to twelve (12) weeks of leave in order to care for their own serious health condition or that of a family member as outlined under the Family Medical Leave Act (FMLA). The employee may use any accrued and available time off and maintain other benefits in accordance with FMLA.

Section 2. Personal Leave

Subd. 1. An employee may be granted ~~two-(2)~~ **three (3)** days of leave per year for personal business, at the discretion of the building Principal, providing no other time is available. An additional personal day shall be granted to all employees at the beginning of the school year of their 20th year of service to the School District as a Education Support Specialist. (Example: If hired between July 1, 1997, and June 30, 1998, you will be eligible at the start of the 2016-2017 school year.) For those Education Support Specialists with a date in seniority list Column A, Article VII, Section 1 shall apply. The building Principal may exercise discretion to prevent an overburdensome number of Education Support Specialists from being gone at one time.

Subd. 5 Any employee with unused personal leave days at the end of the school year will have those days, up to a maximum of ~~two-(2)~~ **three (3)** carried over and added on to the following year. A maximum of four (4) days may be stored for those Education Support Specialists not having reached their 20th year of service, and a maximum of five (5) days for those Education Support Specialists having reached their 20th year of service. Four (4) or five (5) days may be used consecutively.

5. ARTICLE IX HOURS OF SERVICE

Section 5. School Closing:

Subd. 2. E- learning days: Minnesota Statutes Section 120A.414

A school district or charter school that declares an e-learning day must continue to pay the full wages for scheduled work hours and benefits of all school employees for the duration of the e-learning period. During the e-learning period, school employees must be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for any potential need.

Section 6. Holidays:

There shall be eight ~~(8)~~ nine (9) paid holidays for all employees covered under this Agreement.

Subd. 1. The following days will be observed as holidays: Thanksgiving Day, Day after Thanksgiving, **Christmas Eve**, Christmas Day, New Year's Day, Presidents' Day, Good Friday, Memorial Day, and Labor Day.

New : Educational Support Specialist that work a summer program will receive Juneteenth as a 10th holiday.

6. ARTICLE X VACANCIES

Section 3. Internal

Positions:

An employee may not apply for a posted internal position within the Education Support Specialist bargaining unit within one {1} school year of starting a new position within the Education Support Specialist bargaining unit. (i.e.-Education Support Specialist X starts a new position on October 1st and may not apply for another posted internal position until the end of the school year). This will not apply to individuals who were forced to move into a position due to the bumping process, if they are forced to move for health reasons, or if they will benefit from an increase in hours. **A second move would be allowed when a newly created job is posted that falls under the Educational Support Specialist contract.**

7. ARTICLE XI Group Insurance – SAME AS TEACHER CONTRACT

8. ARTICLE XVIII - CHILDCARE EDUCATION SUPPORT SPECIALIST

Section 4.

Holidays:

In addition to the holidays listed in Article IX, Section 6. Childcare Education Support Specialists that work year-round will be paid for the July 4th holiday **and Juneteenth.**

Appendix A

Current Pay Scale

	2021-2022	2022-2023
Step One	\$15.43	\$15.74
Step Two	\$18.89	\$19.27
Step Three	\$23.92	\$24.40

Proposed

(5% increase year 2)

	<u>2023-2024</u>	<u>2024-2025</u>
<u>Step One</u>	<u>\$15.74</u>	
<u>Step Two</u>	<u>\$19.27</u>	<u>\$20.23</u>
<u>Step Three</u>	<u>\$24.40</u>	<u>\$25.62</u>
<u>Step Four</u>	<u>\$29.40</u>	<u>\$30.87</u>

LONGEVITY SCHEDULE

Longevity Pay shall be granted at the beginning of the school year of the 5th, 10th, 15th, or 20th, or 30th year of service as a Education Support Specialist in the School District. Education Support Specialists who qualify will earn the following longevity hourly stipends:

	2022-2023
At 10 years of employment	\$0.45 per hour
At 20 years of employment	\$0.55 per hour
At 30 years of employment	\$0.65 per hour

CONTRACT YEARS 2023-2025 Retention Rates

<u>5 YEARS EMPLOYMENT</u>	<u>\$0.50 PER HOUR</u>
<u>10 YEARS EMPLOYMENT</u>	<u>\$1.00 PER HOUR</u>
<u>15 YEARS EMPLOYMENT</u>	<u>\$1.50 PER HOUR</u>
<u>20+ YEARS EMPLOYMENT</u>	<u>\$2.00 PER HOUR</u>

APPENDIX B CURRENT

Childcare Education Support Specialist Pay Scale

	<u>2021-2022</u>	<u>2022-2023</u>
Step 1	\$14.00	\$14.28
Step 2	\$15.00	\$15.30
Step 3	\$16.00	\$16.32
Step 4	\$17.00	\$17.34
Step 5	\$17.75	\$18.11
Step 6	\$18.50	\$18.87

PROPOSED	1 st Year	2 nd Year 5% increase
	23-24	24-25
(1&2) STEP 1	\$16.32	\$17.14
(3) STEP 2	\$17.34	\$18.21
(4) STEP 3	\$18.34	\$19.26
(5) STEP 4	\$19.34	\$20.31
(6) STEP 5	\$20.34	\$21.36