

SEIU Local 284
Monticello Education Support Specialist #882 Employees
Second Round Negotiation Proposal March 14, 2024

Bargaining Team: Trisha Raiche, Angie Pullen, Sheila Keehr, Kris Brandjord, Robin Robbins, Jamie Fisher, and Christel Callstrom

Contract Organizer: Sara Nyhus

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 ~~strikethrough~~ 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.

District Response 2/6/24: TA

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.~~

District Response 2/6/24: Under Review

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**.

Opening Union and District Financial Proposals on separate documents.

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.
District response 2/6/24: Countered with a PTO/Sick Time package

Union response 3/14/24: Union needs contract language and questions answered before further reviewing of this offer. OPEN

(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.

District response 2/6/24: Under Review

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.

District response 2/6/24: Countered with a PTO/Sick Time package

Union response 3/14/24: Union needs contract language and questions answered before further reviewing of this offer. OPEN

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.

District response 2/6/24: Countered with a PTO/Sick Time package

Union response 3/14/24: Union needs contract language and questions answered before further reviewing of this offer. OPEN

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.

District response 2/6/24: Countered with a PTO/Sick Time package

Union response 3/14/24: Union needs contract language and questions answered before further reviewing of this offer. OPEN

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.**

District Counter 2/6/24

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). **A second move would be allowed when a newly created job is posted within the unit.** This **Limitations on movement** 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.

Union 3/14/24: TA district's counter language.

7. **ARTICLE XI Group Insurance – SAME AS TEACHER CONTRACT**
District and Union 2/6/24: 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.**

District Response 2/6/24: TA

Union Response to District Proposals from 2/6/24

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 and continuing through June 30, 2023.

Union 3/14/24: TA the striking of the word salary and replacing with wage.

Subd. 4. Employees shall have the option of having be paid for hours worked based on hours recorded during each of their annual salary paid over nineteen (19) or twenty-four (24) pay periods.

Union 3/14/24: Need questions answered. Insurance payments in the summer? OPEN

2. Article VII: Seniority Rights

Union 3/14/24: TA changes in contract to gender neutral.

3. Article VIII: Leaves of Absence

Union 3/14/24: TA changes in contract to gender neutral.

4. Article IX: Hours of Service

Section 5. School Closing

Subd. 1. In the event schools are closed due to a snowstorm or other emergency, Education Support Specialists will suffer no loss of pay for the fourth occurrence of the school year, or if school is called by the Governor but the District has the right to require employees report. **ESS employees will be compensated for E-Learning Days if required by MN Statute.** For other days school is closed for a snowstorm or other emergency, Education Support Specialists shall have the option of using a personal leave day to receive their full pay for that day or the option of using two (2) sick leave days to receive their full pay for that day or take the day unpaid.

Union Response 3/14/24: Open – Need to have clarification on PTO/Sick days before this section can be reviewed.

5. Article IX: Hours of Service

Section 7 Time-Off Provision:

A public employer must afford reasonable time off to elected officers or appointed representatives of the exclusive representative for the purposes of conducting the duties of the exclusive representative and *must*, upon request, provide the leaves of absence to elected or appointed officials of the exclusive representative.

Union Response 3/14/24: TA as this is covered by Article V Section 4, "Union Business."

6. Article IX: Hours of Service

Section 9. Daily Rate of Pay:

~~For the purposes of calculating the daily rate of pay, in the 2020-2021 school year and going forward, the District will use the number of student contact days, two (2) staff development days, two (2) additional four-hour Education Support Specialist workshop days, plus holidays for all Education Support Specialists working the full contract year.~~

One Education Support Specialist workshop day shall be prior to the start of the school year and one will be in February of the year, the two additional four-hour Education Support Specialist workshop days will be scheduled as determined by the Superintendent or designee.

~~Education Support Specialists hired after the start of the contract year shall have their rate prorated based on the number of days they work during that contract year.~~

Union Response 3/14/24: Open to changes if an agreement on pay per hour is reached.

7. Article X Vacancies

Section 1. Job Posting:

~~New positions or vacancies will be posted in each building for a period of five (5) working days on a bulletin board provided in an appropriate area **the District's webpage**. During the summer months (between the last student contact day of one (1) year and the first student contact day of the next), position postings will be sent to any bargaining unit employee who provides the District with a self-addressed, stamped envelope. During the summer months, employees shall have seven (7) working days from the date of the posting, excluding weekends and holidays, to submit their application for a position. If a position held by an employee changes by one-half () hour or *more*, or goes from part-time to full-time, the position will be posted.~~

Applications of the interested parties for all openings should be sent to Human Resources. The leading candidates whose background and abilities best meet the requirements of the posted position will be called in for an interview by the Superintendent or designee.

The Superintendent or designee, utilizing the various data that has been made available, will recommend the senior leading candidate to be given the open position.

The selection of the candidate for the position will be made in not less than seven (7) working days after the completion of the posting of the position. A copy of the letter to the candidate(s) selected for the position shall be sent to the appropriate supervisor. Seniority shall prevail for all positions and it will be filled by the senior qualified employee who applies. ~~If~~ the skill and ability of the employees involved are reasonably equal, seniority shall be the determining factor. Any

senior applicant not granted a position has the right to request through the Union steward the reasoning behind the administration's rejection of the application with the intent being to increase or correct any qualifications that are lacking in order to be considered in future job postings.

Union response 3/14/24: TA on the language change with the addition that the bargaining unit will receive an email when the position is posted to the website.

8. Article X: Vacancies

~~Section 2. Summer~~

~~Positions:~~

~~An available summer position will be offered first to the employee regularly holding the position or a similar position, next to other Education Support Specialists who regularly hold the same type position on a seniority basis, then the senior qualified applicant from the bargaining unit. Should a summer position not be able to be filled by this procedure, the position may be filled by an outside applicant. For casual employment, the District will offer the task first to the individual who holds that job in the regular school year. If the employee is unable to work within five (5) days of the request, the District reserves the right to hire someone else to perform the service required.~~

(Note: The language identified for removal above would disqualify many employees otherwise eligible for unemployment benefits.)

Union response 3/14/24: Union would like clarification on how the district plans to post summer jobs that may be available.

9. Article XI: Group Insurance

Union response 3/14/24: written under the union's proposal.

10. Article XII: Grievance Procedure

Union TA 3/14/24: Gender neutral language.

11. Article XIV: Probation, Dismissal, and Layoffs

~~Employees on permanent status may be dismissed only for cause. Suspension and dismissal shall be by Board action.~~

Union Response 3/14/24: TA strikethrough language.

12. Article XV: Deferred Matching Contribution Plan

Union 3/14/24: TA gender neutral language.

13. Article XVI: Severance Pay

Union response 3/14/24: TA on adding the phrase/date **hired prior to July 1, 2006**

14. Article XVII: Retirement and Resignation

Union response 3/14/24: Union reserves the right to come back to this proposal after other questions have been addressed.