

April 16, 2024
2023-25 ESS Negotiations

Key:

Additions: blue / bold / italics / underlined

Deletions: blue / strikethrough

Tentative Agreements as of April 16 2024

1. Tentative Agreement

All dates changed to reflect a new two-year contract

2.

Article VII: Seniority Rights

- c. An employee may choose not to exercise ~~his/her~~ their bumping right and be placed on the recall list for one (1) year.

3.

Article VIII: Leaves of Absence

Section 4. Child Care Leave

- Subd. 5. An employee returning from child care leave shall be reinstated in a position for which ~~he/she is~~ they are qualified unless previously discharged or laid off.

4.

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.~~

5.

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.~~

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). 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.

7.

Article XII: Grievance Procedure

Section 5. Adjustments of Grievance:

Subd. 2. Level II. In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or ~~his~~ designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or ~~his~~ designee shall issue a decision in writing to the parties involved.

8.

Article XIV: Probation, Dismissal, and Layoffs

Section 1. Probation Period:

All newly employed Education Support Specialists shall be on probation for a period of 120 school days. Continued employment during this period shall be vested solely in the School Board. Subsequent to that period the employee shall attain permanent status subject to the following:

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

9.

Article XV: Deferred Matching Contribution Plan

Section 2. Education Support Specialist Match:

The School District will make the foregoing matching contribution to only those Education Support Specialists choosing to participate in an approved Education Support Specialist's match account offered by the School District. The School District's matching contribution will be dollar-for-dollar as required under Minn. Stat. Section 356.24, up to 2% of gross salary. Education Support Specialists may contribute any dollar amount up to or in excess of the maximum yearly School District match, but the annual limit on the amount individual Education Support Specialists may contribute to ~~his/her~~ **the employee's** match account shall be governed by the applicable sections of the Internal Revenue Code and the regulations promulgated there under. If a Education Support Specialist chooses not to match the School District annual contribution, the unmatched portion is forfeited for that year. If the employee contributes less than the maximum yearly allowed contribution, The School District portion will be equally reduced. The reduced amount is forfeited for that year.

Section 4. Intent to Participate/Enrollment Period:

By September 8, eligible employees shall declare their intent to participate in the matching deferred compensation plan by submitting a signed salary reduction form to the payroll office. The plan year shall be from September 1st to the following August 31st. A salary reduction form shall be binding until a new salary reduction form is presented to the employer. The employee is solely responsible for filing salary reduction form.

Failure to participate in any given year shall result in the loss of benefit for that year, which cannot be made up in subsequent years. If the employee stops ~~his/her~~ **their** contribution at any time during the year, it cannot be restarted until the following year.

10.

Article XVI: Severance Pay

At the time of retirement, up to thirty (30) days, or 240 hours, whichever is greater, of accrued sick leave and one (1) day for each year of service to the School District may be used for early retirement for each full-time Education Support Specialist employee **hired prior to July 1, 2006** who has completed at least ten (10) years of continuous employment and is at least fifty-five (55) years of age. This payment will be distributed into the retiree's 403(b) account. In the event the employee dies and the other aforementioned requirements were met, the benefits will be paid to the employee's estate or named beneficiary.

11. Tentative Agreement

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 **Juneteenth and** July 4th holidays.

District Response to Union Proposal of April 16 2024

1. PELRA Additions

The District is not inclined to add language to the master agreement that is already captured in state statute, including PELRA. However, we will review the Union's proposals to ensure that there is no current master agreement language that directly conflicts with state statute; if we identify any, we reserve the right to provide specific counter proposals at a later date.

2. Rates of Pay

See District financial proposal

3. Leaves of Absence (Personal)

The District does not agree to this proposal.

4. Leaves of Absence (Sick)

The District does not agree to this proposal.

5. FMLA

The District does not agree to this proposal.

6. E-Learning

See District counter-proposal below

7. Holidays

The District does not agree to this proposal.

8. Group Insurance

See District proposal below

District Proposal #2 (April 16 2024)

1.

Article VI: Rates of Pay

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 and continuing through June 30, 2023.

Subd. 2. The School Board reserves the right to withhold a ~~salary wage~~ increase in individual cases when it can be shown that a demonstrable deficiency in the performance of an individual employee necessitates such action.

Subd. 3. ~~Salary Wage~~ increases shall be effective on July 1st of each contract year. Those employed prior to January 15th will qualify for a full second step. Those employed January 15th or later will qualify for a pro-rated raise.

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.**

2.

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.

3.

Article IX: Hours of Service

Section 9. ~~Daily Rate of Pay~~ **Duty Year:**

~~For the purposes of calculating the daily rate of pay, in the 2020-2021 school year and going forward, t~~ **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.~~

4.

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 and delivered to all District employees via email.** ~~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 (½) 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.

5.

Article XI: Group Insurances

Section 1. Group Hospitalization Insurance and Health Savings

Subd. 2a. Health and Hospitalization Insurance: The School Board shall contribute a sum of ~~\$1,810~~ \$1,903 per month for the ~~2021-2022~~ 2023-24 school year and ~~\$1,903~~ \$2,138 per month (family coverage) or \$975 per month (single coverage) for the ~~2022-2023~~ 2024-25 school year toward the premium for coverage for each full-time Education Support Specialist employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. "Full-time" means at least thirty (30) hours per week. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 2b. Health Savings - The District contribution will be as follows:

Single Policy

District contribution of \$1,015 per year

Family Policy

District contribution of \$2,000 per year

6.

Article XVII: Retirement and Resignation

Section 3. Retiree Insurance Benefits:

Retiring employees hired prior to July 1, 2024 who have at least ten years of service in the School District and who are between the ages of sixty (60) and sixty-five (65) will be eligible to remain in the School District group insurance plans by purchasing either a single or family policy. Participating employees will receive a District contribution toward the premium equal to the contribution granted to employees taking single insurance coverage based upon the date they retire. The District contribution will remain constant at the same dollar amount from the time of retirement until the employee reaches the age of sixty-five (65) or is eligible for Medicare (whichever comes first). Employees retiring at age sixty-two (62) or older but who do not have ten (10) years with the School District at the time of retirement shall be allowed to continue the group hospitalization coverage by paying the full regular monthly premium in advance to the School District until the employee is sixty-five (65) years of age or is eligible for Medicare (whichever comes first).

Employees hired on/after July 1, 2024 shall be eligible for an HRA beginning in year eleven (11) of service. For full-time employees in years eleven (11) to twenty (20), \$2,500 will be deposited annually (July 15 of the following year) into an HRA account.

ISD 882 MONTICELLO
 ESS's
 RATES

Proposal	Union2	MSBA
Date	4/16/2024	9.05%
	6:20pm	

Note: No decisions or agreements have been made regarding a tiered-rate system. The costing model was setup to offer flexibility if a tiered system was proposed. It doesn't include health ins changes for year 2.

WAGES 2022-23

Para Tier 1	Hr Rate
Tier 1-1	\$15.74
Tier 1-P	\$17.50
Tier 1-2	\$19.27
Tier 1-3	\$24.40
Tier 2	Hr Rate
Tier 2-1	\$15.74
Tier 2-2	\$19.27
Tier 2-3	\$24.40
Tier 3	Hr Rate
Tier 3-1	\$15.74
Tier 3-2	\$19.27
Tier 3-3	\$24.40
Tier 4	Hr Rate
Tier 4-1	\$15.74
Tier 4-2	\$19.27
Tier 4-3	\$24.40
ChildCare	Hr Rate
MA-1	\$14.28
MA-2	\$15.30
MA-3	\$16.32
MA-4	\$17.34
MA-5	\$18.11
MA-6	\$18.87
Longevity Pay	
At 5 yrs	\$0.00
At 10 yrs	\$0.45
At 20 yrs	\$0.55
At 30 yrs	\$0.65
None	\$0.00

WAGES 23-24

Para Tier 1	Hr Rate	\$ Change	% Change
Tier 1-1	\$17.00	\$1.26	8.00%
Tier 1-2	\$19.85	\$0.58	3.00%
Tier 1-3	\$25.13	\$0.73	3.00%
	\$0.00	add to Tier 2	
Tier 2	Hr Rate	\$ Change	% Change
Tier 2-1	\$17.00	\$1.26	8.00%
Tier 2-2	\$19.85	\$0.58	3.00%
Tier 2-3	\$25.13	\$0.73	3.00%
	\$0.00	add to Tier 3	
Tier 3	Hr Rate	\$ Change	% Change
Tier 3-1	\$17.00	\$1.26	8.00%
Tier 3-2	\$19.85	\$0.58	3.00%
Tier 3-3	\$25.13	\$0.73	3.00%
	\$0.00	add to Tier 4	
Tier 4	Hr Rate	\$ Change	% Change
Tier 4-1	\$17.00	\$1.26	8.00%
Tier 4-2	\$19.85	\$0.58	3.00%
Tier 4-3	\$25.13	\$0.73	3.00%
ChildCare	Hr Rate	\$ Change	% Change
MA-1	\$15.28	\$1.00	7.00%
MA-2	\$16.37	\$1.07	7.00%
MA-3	\$17.46	\$1.14	7.00%
MA-4	\$18.55	\$1.21	7.00%
MA-5	\$19.38	\$1.27	7.00%
MA-6	\$20.19	\$1.32	7.00%
Longevity Pay		\$ Change	% Change
At 5 yrs	\$0.40	\$0.40	#DIV/0!
At 10 yrs	\$0.50	\$0.05	11.11%
At 15 yrs	\$0.60	\$0.05	9.09%
At 20 yrs	\$0.70	\$0.05	7.69%
None	\$0.00		

WAGES 2024-25

Para Tier 1	Hr Rate	\$ Change	% Change
Tier 1-1	\$17.38	\$0.38	2.25%
Tier 1-2	\$20.30	\$0.45	2.25%
Tier 1-3	\$25.70	\$0.57	2.25%
Tier 2	Hr Rate	\$ Change	% Change
Tier 2-1	\$17.38	\$0.38	2.25%
Tier 2-2	\$20.30	\$0.45	2.25%
Tier 2-3	\$25.70	\$0.57	2.25%
Tier 3	Hr Rate	\$ Change	% Change
Tier 3-1	\$17.38	\$0.38	2.25%
Tier 3-2	\$20.30	\$0.45	2.25%
Tier 3-3	\$25.70	\$0.57	2.25%
Tier 4	Hr Rate	\$ Change	% Change
Tier 4-1	\$17.38	\$0.38	2.25%
Tier 4-2	\$20.30	\$0.45	2.25%
Tier 4-3	\$25.70	\$0.57	2.25%
ChildCare	Hr Rate	\$ Change	% Change
MA-1	\$15.59	\$0.31	2.00%
MA-2	\$16.70	\$0.33	2.00%
MA-3	\$17.81	\$0.35	2.00%
MA-4	\$18.92	\$0.37	2.00%
MA-5	\$19.77	\$0.39	2.00%
MA-6	\$20.59	\$0.40	2.00%
Longevity Pay		\$ Change	% Change
At 5 yrs	\$0.45	\$0.05	12.50%
At 10 yrs	\$0.55	\$0.05	10.00%
At 15 yrs	\$0.65	\$0.05	8.33%
At 20 yrs	\$0.75	\$0.05	7.14%
None	\$0.00		

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 RATES

Proposal	Union2	MSBA
Date	4/16/2024	9.05%

6:20pm

Note: No decisions or agreements have been made regarding a tiered-rate system. The costing model was setup to offer flexibility if a tiered system was proposed. It doesn't include health ins changes for year 2.

BENEFITS 2022-23

Health Ins - per yr	
Indv	\$11,421.36
Dep	\$22,836.00
None	\$0.00
2 Emp	\$14,214.06
Dep Cost	\$28,428.12

Dental Ins - per yr	
Indv	\$510.00
Dep	\$1,080.00
None	\$0.00
2 Emp	\$693.00

Indv Cost	\$510.00
Dep Cost	\$1,386.00

Life - per yr \$50,000	
30 hrs	\$54.00
None	\$0.00

LTD - per yr	
30 hrs	\$140.00
None	\$0.00

PERA 7.50%

W/C 0.20%

BENEFITS 2023-24

Health Ins - per yr	\$ Change	% Change
Indv \$11,421.36	\$0.00	0.00%
Dep \$22,836.00	\$0.00	0.00%
None \$0.00	\$1,903/mo	
2 Emp \$14,214.06		
Dep Cost \$28,428.12	80.33%	

Dental Ins - per yr	\$ Change	% Change
Indv \$528.00	\$18.00	3.53%
Dep \$1,080.00	\$0.00	0.00%
None \$0.00		
2 Emp \$713.79		

	% Inc	% Cover
Indv Cost \$528.00	3.53%	100.00%
2 Emp \$1,427.58	3.00%	75.65%

Life - per yr \$50,000	\$ Change	% Change
30 hrs \$54.00	\$0.00	0.00%
None \$0.00		

LTD - per yr	\$ Change	% Change
30 hrs \$140.00	\$0.00	0.00%
None \$0.00		

PERA 7.50%

W/C 0.29%

BENEFITS 2024-25

Health Ins - per yr	\$ Change	% Change
Indv \$11,700.00	\$278.64	2.44%
Dep \$25,656.00	\$2,820.00	12.35%
None \$0.00	\$2,138/mo	
2 Emp \$16,488.31	\$975/mo	
Dep Cost \$32,976.62	77.80%	

Dental Ins - per yr	\$ Change	% Change
Indv \$543.84	\$15.84	3.00%
Dep \$1,080.00	\$0.00	0.00%
None \$0.00		
2 Emp \$735.20		

	% Inc	% Cover
Indv Cost \$543.84	3.00%	100.00%
Dep Cost \$1,470.41	3.00%	73.45%

Life - per yr \$50,000	\$ Change	% Change
30 hrs \$54.00	\$0.00	0.00%
None \$0.00		

LTD - per yr	\$ Change	% Change
30 hrs \$140.00	\$0.00	0.00%
None \$0.00		

PERA 7.50%

W/C 0.38%