

**MINNEAPOLIS EDUCATIONAL SUPPORT PROFESSIONALS
LOCAL # 59 AFT / NEA / AFL-CIO**

**TENTATIVE CONTRACT AGREEMENT
EXECUTIVE SUMMARY**

Effective July 1, 2005 through June 30, 2007, and thereafter pending re-negotiation.

Your Minneapolis Federation of Educational Support Professionals Negotiation Committee reached a tentative contract agreement with the school district on February 14th, 2006, after eight months of discussion. As you can imagine, the negotiations process was very challenging during a time of leadership change in the school district, and with the School Board's continued focus on student achievement and improving school wide performance by improving the district's programs, and delivery of services. Our ESP unit's outstanding response to meeting the NCLB "highly qualified" standard was clearly recognized by the district in our discussions, as contributing to that district improvement agenda, and providing a framework for change in ESP work opportunities in the future. Your union team made every effort to address the financial interests of the membership, and also to preserve jobs in the current environment. As with all negotiations, there was a process of give and take by both parties, with the tentative agreement representing compromise by both sides, and our best effort to reach an acceptable resolution. Given the current climate of change in leadership, and an uncertain economic future, we encourage you to support this agreement.

SUMMARY OF CONTRACT CHANGES:

- The length of this contract agreement with the district will be two years; July 1, 2005 through June 30, 2007.

FINANCIAL PACKAGE / SALARY

- For the 2005-2007 two year contract term the district will increase wages 7.474%
- **YEAR 1 (2005-2006)**
- Employees will receive a one-time lump sum payment effective 1/1/2006 based on the number of hours they work per week in their basic assignment not to include bus hours.
 - Hours per week (1-19) = \$200.00
 - Hours per week (20-28) = \$400.00
 - Hours per week (29-40) = \$550.00

- ❑ **YEAR 2 (2006-2007) Effective 7/1/2006**
- ❑ 2% improvement to the existing salary schedule rates for all classifications.
- ❑ One time lump sum payment to all employees in steps 1-5 in any classification of \$250.00.
- ❑ One time lump sum payment to employees, in any classification, at step six (6) on the salary schedule as of 6/30/06 of \$400.00
- ❑ Step movement for all employees, which previously occurred on individual anniversary dates, will be consolidated to an annual movement effective July 1 2006. Movement will occur annually on July 1 of subsequent years, based on employment in the district on or before January 1 of any given year.
- ❑ Lane change provisions for job titles eligible in the current contract for lane changes will be eliminated. Lane consolidation will occur and salary rates will be based on the existing top lane of eligible job classifications. Employees will be placed at the salary rate that is nearest to but above their current wage rate. Classifications eligible will remain unchanged.
- ❑ Special Education Assistant (SEA) salary step one (1) will be eliminated, and a new step six (6) pay rate of \$19.24 will be added.
- ❑ The existing accumulated hour eligibility threshold (300 hours) for cash out of sick leave hours at the point of severance of employment from the district is eliminated permanently. Employees who meet the other existing contractual eligibility criteria for severance will be able to cash out any of their accrued sick leave based on thirty (30) years of service with the district, or twenty (20) years of service with the district and age sixty (60).
- ❑ The District's matching contribution to employee's deferred compensation plans will remain as it is for both the 2005-2006, and 2006-2007 school years (\$650 for MERF members / \$350 for PERA members), however, effective 1/1/2006, the district match to these plans will now be made on a per pay period basis while the employee is deferring into either plan. The final lump sum deferred compensation match for the 2005 tax year will be made in March, 2006.

HEALTH INSURANCE AND BENEFITS

- ❑ For the 2005-2007 school years the school district will increase its contribution to single health coverage effective September 1, 2005, from \$3654.12 to \$4473.72 which is an increase of **\$819.60** per enrolled employee. This amount should be sufficient to fully pay single employee-only health coverage in the plan offered for the 05-06 school year. The carrier has not finalized the premium for the 06-07 school year.
- ❑ For the 2005-2006 school year, employees who participated in the single employee-only health insurance plan will be rebated for any contribution co-pay overage that was paid based on the new contribution rate change that is retroactive to 9/1/05.
- ❑ The school district contribution toward employee family health insurance will increase because this is a "stacked" benefit, and will reflect the improvement in single coverage contribution.

- Dental insurance and life insurance contributions and benefits will remain as they currently are for eligible employees.

PROFESSIONAL DEVELOPMENT

- The school district will retain the EA mentor position to maintain the initiatives for professional development and employee skill development throughout the district, and enable the union and the district to jointly intervene to support individual employees at the worksite.
- The district and the union will create through a Memorandum of Agreement, a joint committee to address the design and on-going delivery of professional development activities for Educational Assistants working in both regular education, and special education settings throughout the district. Recommendations of the committee will be in place for the 2006-2007 school year.

LEAVES OF ABSENCE

- The Sick Leave, Vacation, and Leave of Absence sections of the contract will be edited and reorganized jointly by the union and the district to create a more user friendly and easily understandable section. There will be no substantive change in the provisions of these sections that will affect employees access or use of any of the various leaves.

TRANSFER AND REASSIGNMENT

- New contract language in this section will clarify the process for a voluntary transfer to a different position within the same job classification, or a promotion to a different job classification at a higher pay rate. Both of these options will be available to eligible employees through the on-line bidding process.
- The process of bidding on-line will be expanded so employees will be able to include information about previous work experience, and relevant training to assist in selecting the best candidates for interview to fill vacancies.
- All vacancies posted on-line for bidding in both regular and special education and all other classifications, will be filled through an interview and select process with the site selecting the best qualified employee who meets the sites needs as determined by the administrator or site team.

REDUCTION IN FORCE / LAYOFF - RECALL

- Language will be added to the contract to clarify that if a reduction in force is necessary at a site, the person with the least seniority in the classification will

- continue to be the individual excessed unless all Educational Assistants in that classification at the site agree to an equal reduction in everyone's assignment.
- Layoffs that occur at the end of the school year will be determined through the annual Budget Tie-Out process, and employees for whom there is no remaining position will be given a written layoff notice at the end of the given school year which should assist them in filing for unemployment immediately.
 - Employees, excessed at a site based on the determination of the Budget Tie-Out process and their individual seniority status, or willingness to accept a reduction in hours will be able to bid, along with employees desiring a voluntary transfer, in both June and July on-line bidding periods to obtain a new position.
 - After the July bidding each year, positions which become vacant will be held for a new Excessed Placement Committee which will be made up of representatives from the District, the Union, and the Principals Forum.
 - Excessed employees who have not obtained a position through the June and July on-line bidding process will be placed, in seniority order, by the committee. Employees who are placed by the committee will retain their hourly allocation from their previous assignment, and will be placed in positions of equal hours.
 - Employees to be placed by the committee will be encouraged to give their assignment preference to their union representatives prior to the Labor / Management Placement meeting. This meeting will replace the in-person bidding and bumping session that had previously occurred in June.
 - Both excessing in a classification at a site, and recall from Layoff when positions become available will continue to occur in seniority order for the employees who are affected.

ADDITIONAL CONTRACT PROVISIONS

- The initial employment probation section of the contract was re-written to clarify that newly hired individuals must serve a 130 "days worked" probationary period. During this period employees whose work performance is unsatisfactory may be released at the discretion of the employer, without access to the grievance procedure, after notification by the appropriate administrator. This probationary release section was separated from the probation for access to benefits section for greater clarity.
- The Special Education section of the contract was re-written to clarify the fact that there are no longer Special Education Assistants (SEA's) who are identified as Additional Adult Assistants (AAA's).
- The process for Reduction in Force for Special Education Assistants (SEA's) both in city-wide programs at a site, and non-program SEA's at a site will now include a canvassing procedure where employees will be asked, in seniority order, if they would choose the option to be excessed prior to the least senior employee being moved.

