

**2019-2020 ESP Chapter Proposed Contract
(July 1, 2019 thru June 30, 2021)**

PROPOSALS DETAILED SUMMARY

UNION Proposals Resulting in Tentative Contract Agreements

STEP MOVEMENT

Salaries: Date Of Step Movement, Article 13.2.1

- Initial Union Proposal: 2 step movements, one in both Year 1 and Year 2, starting July 1st, the first day of contract year.
- Negotiations: The District initially countered with “no steps in either year.” Then it counter offered with 1 step in either year 1 or year 2, but starting January 1st, 6 months after the contract start date, making this effectively a half-step.
- Tentative Agreement: The Union countered with 1 step in Year 1 starting July 1st, the first day of contract year. District agreed.

WAGE INCREASES

Salaries: Wage Schedule Improvements, Article 13.1.1

- Initial Union Proposal: A 20% wage increase in both Year 1 and Year 2, to make up for the historically low wages ESP have received and how far they have fallen behind in keeping up with inflation since 2003.
- Negotiations: District’s countered with an increase of 1.5%, except for SEAs who would receive a 3% increase. Pay parity and any step movement were also initially rejected. The District reiterated its obligation to adhere to a set “Financial Authority,” set by the School Board, which is the fixed amount of money with which it can bargain. The Union and District each proposed a number of financial package counter proposals addressing wages, steps, and parity.
- Tentative Agreement: District agreed to increase its Financial Authority but only for parity. However, it also agreed to the inclusion of 3 ESP classifications and not just 1 (see below). It’s Best & Final Offer for all ESP classifications, excluding those covered in parity is 3% in Year 2 to take effect January 1, 2021. Union agreed.

STEP 6 WAGE INCREASES

Salaries: Wage Schedule Improvements, Article 13.1.1

- Initial Union Proposal: A 20% increase in Year 1 and Year 2 for Step 6 ESPs.
- Negotiations: The District counter proposed with \$1000 off-schedule lump sum payment for Step 6 ESP not in parity classifications. The Union countered with 3% for All ESP at Step 6 in non-parity classifications. With the District agreeing to parity of 3 ESP classifications it decreased its offer of a lump sum to \$750.
- Tentative Agreement: The Union countered with an increase of \$1000. The District agreed.

PAY PARITY

Appendix A: Pay Parity

- Initial Union Proposal: Pay parity with Associate Educators (AE) for Special Education Assistants (SEA), Bilingual Program Assistants (BPA), Educational Assistants (EA), and Family and Community Liaisons (FCL).
- Negotiations: The District initially rejected any parity, and instead proposed to send this and the Union's proposal for Consolidation of Wage Classes to the Best Practices Labor Management Committee. There were multiple counters from the District after the Union insisted on parity for all 4 classifications. This included: District agreeing to parity for only SEAs but over 2 contract cycles - the present one being negotiated, and the next one; agreeing that parity would be completed within this contract AND for 3 classifications. It excluded FCL claiming these ESPs do not have the same educational qualifications or duty responsibilities. The Union offered to withdraw its viable grievance over the way FCL were unilaterally transferred from the former Parent Liaison position.
- Tentative Agreement: The District countered with its Best and Final Offer still excluding FCL, but agreeing to parity for the other 3 classifications with even increases in January in both Year 1 and Year 2, so that parity will be completed within the proposed 2019-2021 contract. The Union agreed. **NOTE**: Along with AVID Assistants, this will result for the first time in the consolidation for wage purposes of 5 ESP classifications. The Union will continue to pursue the FCL parity through its pending grievance and in the Best Practices Committee.

LIFE INSURANCE

Basic Life Insurance, Article 14.6.1

- Initial Union Proposal: Insurance eligible ESP will be automatically enrolled for \$35,000 – an increase from \$20,000 – in District paid basic life insurance coverage (Accidental Death or Dismemberment). To have a named beneficiary, an enrollment beneficiary designation card must be on file with the District.
- Negotiations: None.
- Tentative Agreement: District agreed.

OTA/PTA REIMBURSEMENT FOR CERTIFICATION

Reimbursement For Required Training, NEW Article 6.2.3

- Initial Union Proposal: Provides for the District reimbursing Occupational Therapy Assistants (OTA) and Physical Therapy Assistants (PTA) for the costs of renewing required certification.
- Negotiations: District agreed in principle.
- Tentative Agreement: District and Union exchanged several counter proposals to clarify process and amounts. District agreed.

UNIVERSAL TRAINING FOR ESP/ 2 HOURS SPECIAL EDUCATION TRAINING

Professional Dev. For New ESPs, Article 6.3; and On-Going PD for all ESPs 6.4

- Initial Union Proposal: Provides for 2 hours every year of relevant and differentiated trainings for all ESPs who work with special education students, in classroom, group, or individual capacities.
- Negotiations: District initially rejected the 2-hour mandated special education training, and recommended this be sent to Best Practices. Union and District exchanged counter proposals.
- Tentative Agreement: Union resubmitted its proposal for 2-hour minimum special education training. District agreed.

DISTRICT Proposals Resulting in Tentative Contract Agreements

NOTE: *Health Insurance was previously ratified, and is NOT subject to the upcoming ratification vote.*

HEALTH INSURANCE

Health Coverage, Article 14.4.1 and 14.4.2 / Dental Insurance, Article 14.5

- Initial Union Proposal: ESP contribution will be no more than \$600 (no more than \$30 / paycheck) for Plan 1 and \$0 towards Plans 2 & 3 for Single Health Insurance Plans. The District will contribute \$5,650 above the full cost of employee-only coverage toward the cost of coverage in Family Health Insurance Plans 1, 2, and 3.
- Negotiations: The Union offered counters, including that ESP would only pay the lowest copay regardless of Vitality Wellness Plan participation. District rejected.
- Tentative Agreement: The Union agreed to the District's Plan, ESP members took a ratification vote and passed this plan, and the Union and District signed a MOU in September 2019.

UPDATE – Members are seeing savings as promised by the District. For example, a Family Plan with a previous premium of \$412 is now \$370 This is a savings of \$42 savings per pay check; \$1092 over 26 pay check

The following proposals are the subject of the upcoming ratification vote.

GREATER ELIGIBILITY FOR SALARY PROGRESSION

Salary Progression / Date Of Step Movement, Article 13.2.1.c; and 13.2.2

- Initial District Proposal: Set date by which an ESP must be hired before being qualified for step movement in the preceding year moves from 110 work days to 150 calendar days.
- Negotiations: None.
- Tentative Agreement: Union agreed.

VOLUNTARY TRANSFER DURING PROBATION

Voluntary Transfer, Articles 3.9.2; & Probationary Period For Promotions, Article 17.5.3

- Initial District Proposal: *Article 3.9.2*: Provides for an exception to the rule that bars voluntary transfer within the first 130 days of the probation period by allowing all ESP to take part in end of school year transfers. *Article 17.5.3*: Changes probationary period from 65 work days to 90 calendar days.
- Negotiations: Union rejects 'exception' language and submits counter proposals for language, and correctly referencing Article 24 for contesting possible declination of promotion. District agrees.
- Tentative Agreement: Allows probationary ESPs to partake in end of school transfers, and changes probationary period to 90 calendar days. Union agreed.

ELIMINATING CERTAIN ESP CLASSIFICATIONS

Exclusive Representation: Article 2.1

- Initial District Proposal: Updates ESP Classifications, including: removing 2 positions that have been moved to union of administrators and supervisors, "Community School Coordinator," and "Minneapolis Kids Site Coordinator," and also removes "Parent Liaison," and adding Family & Community Liaison.
- Negotiations: Union counters with adding the Family Learning Child Care Helper (lowest wage ESP) as position has not been filled in multiple years.
- Tentative Agreement: District agrees to Union counter proposal.

TWO WEEK WORK PRIOR TO SUMMER PROGRAM

Reduction In Force/ Summer Placement, Article 19.14.2.b

- Initial District Proposal: Eliminates in its entirety language that obligates ESP to continue to work – and the District to pay for this work - during the two-week period between the end of the school year and start of the summer program.
- Negotiations: Union rejects. District counter proposes to keep the contract language but substitute "may" for "shall," so ESPs can opt in to work and District must allow them to do so, without obligating ESPs to do so.
- Tentative Agreement: Union agreed to District counter proposal.

MINNEAPOLIS KIDS SUMMER PLACEMENT LANGUAGE/ TIMELINES

Reduction In Force/ Summer Placement, Article 19.14.3

- Initial District Proposal: Changes notification requirements for ESPs to state their intention for MK summer placement from notifying the MK Program Manager to replying to a notification sent in the Spring.
- Negotiations: Union agrees in principle, but counters with specific dates.
- Tentative Agreement: Union proposes notice of summer placement to be no later than April 15th, and deadline of April 30th to respond. District agreed.

CLARIFICATION OF SEVERABILITY

Severability Clause, Article 25

- Initial District Proposal: District proposes a technical change to conform with federal and state law.
- Negotiations: Union agrees.
- Tentative Agreement: Union agrees.

Moved to Labor Management Best Practices

EXTENSION OF BEST PRACTICES LABOR MANAGEMENT COMMITTEE

Appendix B, Memorandum Of Agreement

A Memorandum Of Agreement (MOA) will extend the Labor Management Best Practices Committee between the ESP Chapter and District. Proposals below were removed from the Negotiations Table, and will be comprehensively discussed in the Best Practices Committee. ESP Members who participate will be provided financial compensation by the Union.

CONSOLIDATION FROM 19 ESP CLASSIFICATIONS TO 3 ESP CLASSES

Appendix A, Consolidation Of Wage Classes

NOTE: Union Proposal called for 4 Classifications, but 1 class had only the *Family Learning Child Care Helper*, a position with 0 FTE positions, and has not been filled for several years. It was later removed by mutual agreement from the ESP Classification List.)

- Initial Union Proposal: Union proposal to reduce 19 Classifications to 3 Classes.

Class 1 - \$25.51 Step 1 Hourly Wage of SSPA.

ESP to include: School Success Program Assistant (SSPA), and 3 Sub-classifications of Associate Educators that would become stand alone or SSPA classifications; Behavior Resource, Professional Development Process (PDP) Mentor, Truancy.

Class 2: \$22.80 Step 1 Hourly Wage of SC GEAR Up

ESP to include: Site Coordinator, GEAR Up, AVID Lead, Family Learning Child Care Worker (FLCCW), Educational Sign Language Interpreter, Intervener, Occupational Therapist Assistant (OTA), and Physical Therapist Assistant (PTA).

Class 3: \$19.25 Step 1 Hourly Wage of Associate Educator (AE).

ESP to include AE subclassification Media Resource, No Child Left Behind, Title 1 Computer Resource, Transportation Resource, AVID Assistant, Bilingual Program Assistant, Child Care Assistant, Educational Assistant, Family & Community Liaison, Family Learning Assistant Child Care Worker, and Special Education Assistant (SEA).

- Negotiations: The District rejected, and instead proposed to SEA parity with AE, which ultimately also included BPA, and EA (see above), plus moving further discussion of consolidation into classes through Best Practices Committee. Union accepted without counter proposal.

ESP ACCESS TO 504, BIP, AND IEP PLANS

Access To Documents, NEW Article 4.8

- Initial Union Proposal: Provides for online access by SEA and other ESP who directly support students with special education needs to view IEP and 504 Plans, and to provide ESP to have regularly scheduled time for with teachers and other staff for reviewing admissions, interventions, and relevant materials.
- Negotiations: District proposes to send to Best Practice committee.
- Tentative Agreement: Union agrees with no further counter proposals.

UNION Proposals Rejected And Withdrawn

NOTE: 3 Union proposals for Health Insurance were rejected by the District, which submitted its own plan. This was submitted to ESP members in a ratification vote, and passed (see above).

DISTRICT CONTRIBUTION TOWARDS SINGLE HEALTH INSURANCE PLANS

Health Coverage, Article 14.4.1

- Initial Union Proposal: District will contribute full cost of Single Plans II and III, with ESPs contributing up to \$600 annually for Plan III, less cost of lower plan.
- Negotiations: District rejected. Instead it offered its own Health Insurance Plan. The Union made counter offers based on the District's Plan, which included a contributions ratio between District and ESP for Single I of \$90 to 10%, Single Plan II of 85% to 15%, and Family Plan of 80% to 20%. District maintained its plan provided lower costs without any modification to substantive plans.

DISTRICT CONTRIBUTION TOWARDS FAMILY HEALTH INSURANCE PLANS

Health Coverage, Article 14.4.2

- Initial Union Proposal: District to contribute \$5,650 above full employee cost with the ESP paying the difference between this District contribution and total cost.
- Negotiations: The District rejected. Instead it offered its own Health Insurance Plan. The Union made counter offers based on the District's Plan (see above).

LOWEST HEALTH INSURANCE COPAYS

Health Coverage, NEW Article 14.4

- Initial Union Proposal: ESPs would only pay the lowest copay regardless of participation in the Vitality Wellness Plan.
- Negotiations: District rejected.

AUTOMATIC STEPS

Salaries: Step Movement During Negotiations, Article 13.2.2

- Initial Union Proposal: Union proposed Automatic Step movement like the Teachers have in their contract. Steps would not be subject to bargaining. Once the contract expires, whether there is a new one in place or not, every eligible ESP would receive a step increase, i.e. raise. Just like the Teachers, ESPs would receive step increases after EACH year worked, starting July 1st.
- Negotiations: Union repeatedly proposed with arguments to support. The District repeatedly rejected.

RETENTION BONUSES

NEW Article 29

- Initial Union Proposal: \$4,000 pay bonuses to eligible non-probationary ESP at setting four sites of Harrison, Riverbed, St. Joe's and those in setting four classrooms at Transition Plus, provided over 2 payouts of \$2,000 each.
- Negotiations: District rejected, and offered a counter proposal to provide a MOU to give ESP at these sites 3 additional days of Professional Development (paid days was not indicated). The Union rejected, and countered with \$3,000, evenly provided over 2 payouts of \$1,500 each. The District rejected.

ADMINISTRATIVE DAYS

Annual Work Year Forecast Letter / NEW Article 15.6.1.H.

- Initial Union Proposal: Would allow 4 days each quarter for processing of due process paperwork for Behavior Interventionists, including SSPA, AE - Behavior Deans, whose paperwork duties exceed paid work hours, and subjecting them to using their own time to keep up with these workloads.
- Negotiations: District rejected. The Union countered with 3 paperwork days per year. The District rejected, but suggested it could be amendable to a proposal with hours up to a certain amount, rather than set days. Union countered with up to 24 hours, and then again with up to 16 hours. District rejected.

REGULAR WAGES FOR SUMMER SCHOOL AND PROGRAM WORK

Summer School/ Pat Rate, Article 18.2.2

- Initial Union Proposal: Regular wages with accrual of sick and vacation hours for all ESP working Summer School and in summer programming such as Minneapolis Kids childcare. Currently, these employees are subject to doing the same work they do during the school year, but have less financial benefit, as they are paid Extended Wages, which do not accrue sick or vacation hours.
- Negotiations: District rejected. Union withdrew with no counter proposal offered.

SHORT TERM DISABILITY

Short Term Disability, NEW Article 14.7.2

- Initial Union Proposal: Insurance eligible ESPs would be automatically enrolled in Short Term Disability insurance at no cost to employee, similar to what the Teacher Chapter members enjoy.
- Negotiations: District rejected. Union countered with Sick Leave Pool expansion.

SICK LEAVE POOL EXPANSION

Sick Leave Pool, Article 10.5

- Initial Union Proposal: After the District's rejection of both Short Term Disability and Paid Parental Leave, the Union proposed several expansions to the Sick Leave Pool, including expanding to cover catastrophic illness or injury, birth or adoptions, opt out rather than opt in, and eliminating requirement to pay back the number of sick leave hours used back into the pool.
- Negotiations: District rejected. Union counter proposed several times until final proposal was to simply expand the number of available sick leave pool hours by having ESPs opt out rather than opt in to the pool. District rejected.

PAID PARENTAL LEAVE

Childcare/ Maternity/ Adoption Leave; Paid Parental Leave, NEW Article 9.3.8.I

- Initial Union Proposal: Would allow for up to 12 weeks of paid parental leave for ESPs birthing and adopting children and youth.
- Negotiations: District rejects. Union offered counter proposals, reducing to 6 weeks, which the District also rejected.

LOSS OF TIME BENEFITS

Leave Benefits And Workers Compensation Benefits, NEW Article 9.3.10.c.

- Initial Union Proposal: An absence resultant from an injury caused by an assault by a student, parent or other individual during the performance of duties will not be deducted from sick leave. If Workers Compensation denies the claim of an ESP, then upon clearing the claim, the District would reimburse for sick leave taken when the claim was under consideration or in dispute.
- Negotiations: District rejects. Union withdraws with no further counter proposal.

ESP-TEACHER COLLABORATION DAY

Prof. Dev. for New ESPs, Article 6.3 & Annual Work Forecast Letter, Article 15.6.1

- Initial Union Proposal: Proposes to allow 1 of the present Professional Development days to be a designated work day, occurring before student contact, so ESPs and classroom teachers can collaborate.
- Negotiations: District rejected. Union withdraws with no further counter proposal.

SEA SUBSTITUTE CADRE

Special Education NEW Article 20.5

- Initial Union Proposal: Expand pool of ESP Cadres and a process to request substitutes who are trained to step in as substitutes for SEAs in classrooms, sites, and programs.
- Negotiations: District rejects. Union withdraws with no further counter proposal.

PROBATIONARY EMPLOYEES ACCESS TO DUE PROCESS

Initial Employment, Articles 3.9.1

- Initial Union Proposal: Allows grievances to be filed by probationary employees about their release from District employment (termination), and allows the Union to appeal the status of an employee released on probation.
- Negotiations: District rejected. Union withdraws with no further counter proposal.

SAFETY – REMOVING POLICE REPORT FILING REQUIREMENT

Personal Injury/ Loss Of Time, Article 22.3.2

- Initial Union Proposal: Would remove the option for an ESP to have to file a police report to District assault form to not have sick leave deducted for needed leave. It would maintain the requirement to file the District's assault form.
- Negotiations: District rejects. Union withdraws with no further counter proposal.

DISTRICT Proposals Rejected And Withdrawn

OVERHAUL OF GRIEVANCE PROCEDURE

Grievance Procedure, Article 24

- Initial District Proposal: District proposes major changes to the Grievance Procedure, claiming it will provide more immediate results at lowest direct level.
- Negotiations: Union rejects based on concerns over due process, decision-making, and appeals. District resubmits its proposal. Union rejects. District withdraws and proposes move to Best Practices. Union rejects, including move to Best Practices.

INTERVENER PAY AND WORK CALENDAR

MOA

- Initial District Proposal: Makes dates of training for Interveners mandatory professional development duty days subject to leave of absence provisions.
- Negotiations: Union agrees in principal, but counters with language to add this to the contract. District rejects, and reintroduces MOU. Union counters with adding mileage from home to training site, and back home to conform with current practice. District withdrew saying this is now part of the job description.

MINNEAPOLIS KIDS BREAK REDUCTION

Breaks/ Five-Hour Work Day, Article 13.7.2; and Minneapolis Kids Breaks, NEW 13.7.7

- Initial District Proposal: *Article 13.7.2*: Proposes to terminate 30-minute paid duty lunch for ESPs in Minneapolis Kids who work a total of 5 hours through a split-shift, i.e., am shift, followed by time personal time off, and resume work in a pm shift. *Article 13.7.2*: Proposes to add new restrictions on Minneapolis Breaks that work must be continuous, i.e., not applicable to cumulative split-shift hours.
- Negotiations: Union rejected. District re-introduced. Union rejected.

MINNEAPOLIS KIDS REDUCTION IN FORCE RATIO CHANGE

Reduction In Force/ Reductions, Article 19.14.4

- Initial District Proposal: Remove 1:12 staff to student ratio for purposes of reduction to ratios that comply with State statute.
- Negotiations: Union rejects, seeking clarification of which State statute apply, noting that different ratios apply depending on age of youth, and other factors. Clarification not resolved. Union rejected.

LEAVE OF ABSENCE

Return From Leave: Assignment Upon Return, Article 9.2.3

- Initial District Proposal: Reduces from 6 months to 3 months the time when an ESP has a right to return from a leave of absence and be returned to the same assignment.
- Negotiations: Union rejected. District withdraws.