

MFT / ESP Chapter Comprehensive Proposal
Sunday, March 20, 2022 / 7:30 pm

- One-time only \$10,000 bonus split over 2 years of the contract
 - Payable in two \$5,000 installments at the end of each of the two contract years: June 30, 2022, and June 30, 2023
 - Prorated for ESPs hired after the start of the school year for ESPs who have passed their probationary period
 - ESP with each additional five years of service will receive an incremental additional \$2,000 one time bonus payments for each of the two years of the contract

Split evenly year 1 and year 2

Groups	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Group A <ul style="list-style-type: none"> • School Success Program Assistant • ESP Resident 	26.28 31.81 <u>31.81</u>	27.12 32.76 <u>32.61</u>	27.96 33.74 <u>33.42</u>	28.76 34.41 <u>34.26</u>	29.63 35.44 <u>35.11</u>	31.38 37.57 <u>35.99</u>
Group B <ul style="list-style-type: none"> • Avid Assistant • Avid Assistant, Lead • Educational Sign Language Inter. • Intervener • Occupational Therapist Assistant • Physical Therapist Assistant • Site Coordinator, Gear Up • <u>Family Learn. Child Care Worker</u> 	23.49 28.40 <u>28.40</u>	24.07 29.25 <u>29.11</u>	24.67 30.13 <u>29.84</u>	25.29 30.72 <u>30.58</u>	25.91 31.64 <u>31.35</u>	27.38 33.54 <u>32.13</u>
Group C <ul style="list-style-type: none"> • Associate Educator • Bilingual Program Assistant • Education Assistant • Family and Community Liaison • <u>Child Care Assistant</u> • <u>Family Learn. Ass't Child Care Worker</u> • Family Learn. Child Care Worker • Special Education Assistant 	19.83 23.91 <u>23.91</u>	20.67 24.87 <u>24.51</u>	21.58 25.86 <u>25.12</u>	22.54 27.15 <u>25.75</u>	23.37 28.24 <u>26.39</u>	25.03 30.22 <u>27.05</u>
Group D <ul style="list-style-type: none"> • Child Care Assistant • Family Learning Child Care Helper 	15.45 \$16.69 \$18.02	16.09 \$17.38 \$18.77	16.70 \$18.04 \$19.48	17.38 \$18.77 \$20.27	17.95 \$19.39 \$20.94	18.79 \$20.29 \$21.92

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ESPs will stay on their current step on the new pay schedule.

Additionally, ESPs would maintain their seniority within their classification.

Proposal 2: Tiers WITHDRAWN

Proposal 3: Hours

- New Hires
 - Will be hired at a minimum of 35 hours per week
- Current Hires
 - Starts: 2nd year of contract, July 1, 2022
 - Adding hours will be accomplished through the following:
 - Schools/ Sites build up to 35 + hours per week, OR
 - Bell-To-Bell hours PLUS 1 hour per day, OR
 - Bus Route, OR
 - Mpls Kids
- Increasing Hours for All ESP working over 30/hrs: 5 additional hours per week, not to exceed 40 hours per week.

Proposal 4: Step Movements

13.2.1 Date of Step Movement

- a. Step movement is effective July 1st of each year.
- b. No step movement 2021-2022 & 2022-2023.
- c. Starting June 29th, 2023 step movement shall be automatic.
- d. General Statement: To be eligible for a step increase in a given job classification, an employee must have been actively employed in that job classification for at least one hundred fifty (150) calendar days during the contract year preceding the year in which steps are being awarded.

~~Step Movement during Negotiations: Employees shall not advance a step on the salary schedule after June, 30 2019 while the parties are negotiating the successor Agreement. Step advance after June 30, 2019 is dependent upon the outcome of the negotiations for the successor Agreement.~~

Proposal 5 / Non-Benefits Hours – TENTATIVE AGREEMENT

Proposal 6 / Bus Duty

Article 15.5.4 Not Part of Regular Assignment

Bus hours will not be considered part of an Educational Support Professional's regular assignment and bus hours will not be eligible to apply toward any sick leave or vacation accruals.

Proposal 7 / Summer School WITHDRAWN

Proposal 8 / Staff Development Presenting Rates of Pay Article 6 – TENTATIVE AGREEMENT

Proposal 9 / Prior Experience

Article 13.11 Prior Experience and Step Placement

13.11.1 Beginning the 2022-2023 school year, newly hired ESP will be placed on Step 1 unless they meet the following criteria:

Newly hired ESP who have prior experience working in Minneapolis Public School and transferring into or returning to an ESP position will be credited and placed on the wage scale as follows:

1. For every year, ESP will receive one additional step for every year up to step 6.

Newly hired ESP who have prior experience working as an ESP or in a similar field outside of Minneapolis Public Schools will be credited and placed on the wage scale as follow:

2. For every two years, ESP will receive one additional step for every year up to step 6.

Proposal 10 / 13.12 Hazard Pay - WITHDRAWN

Proposal 11 / 13.13 Language Premium -

Bilingual/Multilingual Staff Recruitment Incentive

WHEREAS, Minneapolis Public Schools (MPS) and Minneapolis Education Support Professionals (MFT59) recognize that bilingual and multilingual ESPs provide valuable contributions to multilingual learners and their families,

NOW, THEREFORE, MPS AND MFT59 AGREE THAT:

1. MPS will provide a \$500 recruitment bonus for bilingual/multilingual ESP.
2. The bonus will be paid upon hire and/or demonstration of ACTFL Certification.
3. MPS will offer free ACTFL assessments for bilingual/multilingual.

Proposals 12 Sub Pay – WITHDRAWN

Proposals 13 Work Above Classification- WITHDRAWN

Proposal 14 Article 18 Summer School

Article 18.5 **Pay Rate:** The pay rate for employees hired out of classification from Summer School session shall be the first step of the classification for which they are hired. the rate of pay closest to their current step without going under their current rate of pay.

Proposal 15 Article 8 Holidays – TENTATIVE AGREEMENT

Proposals 16/ Article 14.4 Health Coverage – TENTATIVE AGREEMENT

Proposals 17-19/ Article 14.4 Health Coverage - WITHDRAWN

Proposals 20/ Article 14.4 Health Coverage Co-Pay - WITHDRAWN

Proposal 21/ Article 14.4.7 Couples Premium -

14.4.7 Couples/Domestic Partners: When two (2) insurance-eligible employees of the District are married or domestic partners, the District shall contribute the combined amounts for dependent coverage not to exceed the total premium cost of dependent coverage.

Proposal 22/ Article 14.4.8 / Domestic Partners - TENTATIVE AGREEMENT

Proposal 23/ Article 19.14.5 / How to Enroll in Health Insurance

14.4.9 4 An employee who wishes to insure insurance-eligible dependent(s) shall enroll in employee +1(plus one) or family coverage. An employee who wishes to insure only themselves shall enroll in employee only (single) coverage.

Proposal 24/ Article 14.4.8 / Temporary Transfer - WITHDRAWN

Proposals 25 / Severance - TENTATIVE AGREEMENT

Proposals 26 / Severance - WITHDRAWN

Proposal 27 / Retirement Match –

14.9.5 Match Requirements:

A. Match Amount: The District will pay an annual match payment of up to \$650.00 \$2000 for employees participating in the Municipal Employee Retirement Fund (MERF) and up to \$425 \$2000 for employees participating in the Public Employees Retirement Association (PERA).

The District will pay an annual match payment of up to \$750 \$1,250 for employees participating in a deferred compensation plan, as outlined in Article 14.9.4.

B. Payments: The District will match any amount of employee contributions up to the match as noted in 14.10.2a above. Beginning January 1, 2006, tax- deferred savings plan participants will be matched on a per pay period basis while they are deferring into the plan(s) until they reach their annual match for the calendar year.

C. Deferred Amounts: Only deductions that employees defer during the match period shall be matched by the District.

D. Employee Requirements: The employee must have enrolled, elected to defer, and in fact deferred a qualifying amount during the calendar year, to qualify for the match.

Proposal 28: Critical Illness - WITHDRAWN

Proposal 29: Religious Observance - WITHDRAWN

Proposal 30-31: Life Insurance - TENTATIVE AGREEMENT

Proposal 32/ ESP/Teacher Collaboration

Add **two four** additional **required** PD days with pay for SY23, **two at the start of the school year** and two aligned to mid-year teacher PD days

Proposal 33/ Union Time - WITHDRAWN

Proposal 34-36/ Duty Free Lunch & Breaks - WITHDRAWN

Proposal 37: Non-Discrimination - TENTATIVE AGREEMENT

Proposal 38 / Job Classifications PD - WITHDRAWN

Proposal 39 / IEP PD - WITHDRAWN

Proposals 40-42 / Seniority

Article(s): (16.1.4) (17.4) (19.2)

Language Change Proposed:

...16.1.4 ~~Associate Educators~~/School Success Program Assistants:

a. Previous Employment in Other Classifications: ~~Associate Educators~~/School Success Program Assistants who previously worked as Educational Assistants or in any of the other job titles or classifications included within the Educational Assistant /Educational Support Professional unit contract, shall retain their initial seniority date, and continue to accrue seniority during the time in which they work as ~~an~~ a ~~Associate Educator~~ ~~/School Success Program Assistant~~. ~~Associate Educators and School Success Program Assistants~~ do not have site or program seniority per Article 17.4.

17.4 Application And Selection Process For Associate Educator (AE) And School Success Program Assistant (SSPA). ~~Associate Educators/School Success Program Assistants, Educational Support Professionals, or any other applicants who meet the minimum eligibility requirements of an AE/SSPA may apply at any time, even if they have not completed their probationary period for a posted position by following the application process. The site will select the best qualified applicant who meets the site's needs. Individuals hired as Associate Educators/School Success Program Assistants shall only work in the specific position for which they were hired, and shall not have access to any other AE/SSPA position at their school or site or any other school or site through transfer, or seniority system at any time.~~ District wide programs with identical positions at multiple sites may assign individual AE's/SSPA's to various sites.

...19.2 ~~Associate Educators/School Success Program Assistants.~~

19.2.1 Options: *In the event that an ~~Associate Educator/School Success Program Assistant~~ position(s) is eliminated at any school/program/department the displaced employee(s) has the following options:*

- a. Apply for other posted positions for which they meet the requirements by following the formal application process
- b. Use their accumulated seniority during the excessed placement session to return to a previously held job classification. ...

Proposal 43/ Sick Leave Pool -



SICK LEAVE POOL PARTIAL AMNESTY MOA

This Memorandum of Agreement is made and entered into between Minneapolis Public Schools, Special School District No. 1 ("District"), and the Minneapolis Federation of Teachers and Educational Support Professionals ("MFT/ESP"), Local 59.

WHEREAS, there are many Educational Support Professional members who have not joined the sick leave pool in the past and cannot make the sick leave contributions required by Section 10.5.3 in order to join at the beginning of the 2019-20 school year; and

THEREFORE, the District and MFT-ESP, Local 59, agree as follows:

1. Educational Support Professionals may join the pool by contributing the amount of sick leave as specified in Number 2 of this Memorandum of Agreement; and
2. The ESP must contribute 50% of the sick leave that, absent this Memorandum of Agreement, would be required pursuant to Section 10.5.3 of the collective bargaining agreement; and
3. The ESP must meet the qualifications for use pursuant to Article 10.5.2 in the collective bargaining agreement; and
4. An ESP choosing to join must do so between the dates of September 1, 2022 through October 1, 2022; and
5. ESPs joining the sick leave pool during this time period may not use sick leave from the sick leave pool for the first time until after April 1, 2023.
6. This Memorandum of Agreement will be in effect until June 30, 2023.

Proposals 44 – 47 / CTT - WITHDRAWN

Proposal 49 / Personal Injury - TENTATIVE AGREEMENT

Proposal 50 / Donut Hole Pay - WITHDRAWN

Proposal 51 / PD Accrual - WITHDRAWN

Proposal 52 / Article 13 Hours / Days - Distance Learning - WITHDRAWN

Proposal 53 / Voluntary Work Above Classification - WITHDRAWN

Proposal 54-56 / Due Process & Grievance

MEMORANDUM OF AGREEMENT
Between
**MINNEAPOLIS FEDERATION OF TEACHERS AND
EDUCATIONAL SUPPORT PROFESSIONALS**
And
MINNEAPOLIS PUBLIC SCHOOLS
COMPREHENSIVE DUE PROCESS

WHEREAS, the Minneapolis Federation of Teachers and Educational Support Professionals (MFT/ESP) and the Minneapolis Public Schools, Special School District No. 1 (District) affirm the purpose of the Grievance Procedure under Article 24.1 as ensuring “each employee have a means by which grievances may be given timely, fair and continued consideration until resolved within [specified] parameters,” and that “prompt resolution leads to a better labor management relationship;” and

WHEREAS, MFT/ESP and the District further agree that these same purposes apply to having written specified parameters for Site Level Meetings and District Level Due Process Hearing, fosters greater trust between employer and employee, and greater retention of Educational Support Professionals; and

WHEREAS, the District in Article 4.6 “Rights And Obligations Of Employees” already “agrees that actions taken to discipline or discharge an employee shall be based upon **just cause**,” and “the principle of **progressive discipline** and relevant Civil Service performance and misconduct standards shall be applied when appropriate as determined by the employer;” and

WHEREAS, “just cause” and “progressive discipline” are not defined in the Collective Bargaining Agreement between the parties, nor are other needed rights and obligations of both MFT/ ESP and the District;

THEREFORE, the parties agree as follows:

- To meet and determine written specified parameters and procedures for defining, and ensuring “just cause” and “progressive discipline” within a framework for Site Level Meetings, and District Due Process Hearings so that:
 - disputes can be resolved at the earliest possible opportunity between employee and supervisor,
 - the filing of grievances can be prevented,
 - trust is built between employee and employer, supervisor and direct line staff,
 - staff capacity in the District’s Employee Relations department is addressed,
 - written rules are established to prevent arbitrary actions, and provide uniform, fair and equal treatment for all ESPs;
- To use Proposal 54, 55, and 56 submitted by MFT/ ESP during the negotiation process for the 2021 – 2023 Collective bargaining Agreement as a starting guide for considering the needed written specified parameters, and procedures; and
- To have at least four (4) meetings in the first quarter of the 2022-2023.

Site-Based Meeting Proposal

Article 4.8. **Site-Based Meeting.** Twice per school year, or more, if mutually agreed, Union representatives and site administration will jointly meet **with all ESP at the site.** The purpose of this meeting is to address site-specific issues that may arise, as well as to clarify and communicate about best practices by looking at processes and solutions, with the goal of providing a clear and unified message to members.

Site-based Meeting LMC MOA

The following is a Memorandum of Agreement between Minneapolis Public Schools, Special School District #1 (hereafter referred to as “District”), and the Minneapolis Federation of Teachers and Education Support Professionals – Education Support Professionals Chapter, Local #59 (hereafter referred to as “Union”),

WHEREAS, the District and the Union jointly believe that Educational Support Professionals are key stakeholders and integral team members in the delivery of instruction and other student related activities; and

WHEREAS, the District and the Union jointly believe that open, clear, and respectful communication between administration and employees is imperative to fostering an environment of effective and engaged staff; and

THEREFORE, the parties hereto, acting through their respective agents in the contract negotiations process for the 2021-2023 contract years do agree that:

They will jointly establish a labor-management committee to create a structure, format, and expectations for contractual bi-annual site-based meetings LMCs between school administrator(s) administration and Union representative(s) representation.

Both parties must agree to all decisions for the site based meetings will agree to the content and structure of meetings.

The committee will be charged with determining the process that will be used by the site-based meetings LMC to discuss issues, including, but not limited to:

- o Employee transfers; and
- o Employee break schedules and expectations; and
- o Work above and outside classification; and
- o Role of bilingual/multilingual staff’s language skillset; and
- o ESP access to IEPs, 504 plans, and Behavior Intervention Plans; and
- o Professional Development

The committee will meet as part of the Best Practices Committee four times, or more as needed, between ratification and July 1, 2022;

To the extent that this Memorandum of Agreement is a deviation from the terms of the contract it shall not form the basis for any precedent that may be cited for any grievance concerning alleged violation of the contract; and

This Memorandum of Agreement will be construed and interpreted in accordance with the laws of the State of Minnesota; and

The parties of this Memorandum agree and acknowledge that this Memorandum of Agreement shall be considered to have been drafted equally by both parties.