

NEGOTIATIONS: Bemidji ESP (Secretarial-Clerical & Paraprofessional Employees)

Association Proposal #1:

- Change dates throughout the contract to reflect a two-year contract with wages and benefit changes being retroactive to the expiration of the current agreement.
- Update: Remove and replace gender specific language – ~~he/she or his/her~~ to “the employee(s)”, “they” or “them”.
- Update language to include safety leave. (MN Statute).

Discussion:

July 11, 2024: There was no Tentative Agreement (TA) on the first bullet point. The District indicated that there are revenue challenges with any retroactivity for 2023-2024 since we are now beyond the 2023-2024 fiscal year.

July 11, 2024: There is a Tentative Agreement on the second bullet point regarding the removal of gender specific language.

Waiting on clarification regarding new ESST language. No updates on rule making has been available as of July 11, 2024. District will reach out to MSBA to see if any information is available and/or forthcoming [HOMEWORK: Jordan: Will be attending a school law seminar on September 20, 2024, where this topic will be on the agenda]

Discuss retro-activity issue when we get to proposal(s) regarding wage adjustments.

September 13, 2024: “No retro pay is a non-starter” for the Association

District Position:

STATUS: -.

TENTATIVE AGREEMENT: Remove and replace gender specific language – ~~he/she or his/her~~ to “the employee(s)”, “they” or “them”. [JULY 11, 2024]

TENTATIVE AGREEMENT: Remove all references to MSEA and replace with Bemidji Education Support Professionals (BESP) [JULY 11, 2024]

Association Proposal #2a:

~~Article V, Section 3, Request for Dues Checkoff: Employees shall have the right to request and be allowed dues check off for the Exclusive Representative. Upon receipt of a properly executed authorization card of the employee involved, the District will deduct in consecutive payrolls from the employee's paycheck the dues that employee has agreed to pay the Exclusive Representative. Within ten (10) days of said deductions, the District shall forward to the state office of MSEA all monies deducted. This procedure shall start September 15 and continue through May 30. In order for this to be accomplished there must be a deductions letter on file in the business office by August 15. The District will not be held responsible for late payment for circumstances beyond their control.~~

When a bargaining unit member has authorized a dues deduction, such authorization shall continue in effect for that year and from year to year, and cannot be canceled except by written notice from the Union President. A member seeking cancellation must provide written notice to the Union President. Any bargaining unit member, or new hire who has applied for membership in the bargaining unit, authorizes the school district to deduction one twelfth (1/12) of such dues from the regular pay check of the bargaining unit member for each pay period for 12 consecutive pay periods. The deductions will begin the first pay period on or after October 15. For bargaining unit members employed after the commencement of each school year, deductions of dues shall be made by the school district. The dues will be deducted equally between existing pay periods between the date of the bargaining unit members first pay date and May 15. [Additional Language Proposed September 13, 2024: **The Exclusive Representative hereby warrants and covenants that it will defend, indemnify and save the School District harmless from any and all actions, suits, damages, judgements and executions or other forms of liability, liquidated or un-liquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of dues specified by the exclusive Representative as provided herein.]**

~~Article V, Section 5, Access to Membership Lists: By October 1 of each school year, and every 120 days thereafter, the District shall provide in electronic form to the Union the names, home and work addresses, home and work telephone numbers, home and work e-mail address, birthday, not including the year of birth, full-time equivalency (FTE) status, worksite location and assignment of all bargaining unit members employed. Additionally, the District much provide the Union with the names of any individual hired who has transferred out of the bargaining unit within 20 days of the hire or transfer. Upon request, the District shall provide the Union with a current bargaining unit list. Such requests shall be filled within five days.~~

Association Proposal September 13, 2024: Article V, Section 5, Access to Membership Lists: By October 1 of each school year, and every 120 days thereafter, the District shall provide in electronic form to the Union the names, home and work addresses, home and work telephone numbers, home and work e-mail address, ~~birthday, not including the year of birth,~~ full-time equivalency (FTE) status, worksite location and assignment of all bargaining unit members employed. Additionally, the District much provide the Union with the names of any individual hired who has transferred out of the bargaining unit within 20 days of the hire or transfer. ~~Upon request, the District shall provide the Union with a current bargaining unit list. Such requests shall be filled within five days.~~

Discussion:

July 11, 2024: Need to develop “indemnification” language regarding dues and potential/successful dues challenges before an agreement can be reached regarding dues language. Sample Language? **HOMEWORK: Vanessa:**

[Additional Language Proposed September 13, 2024: The Exclusive Representative hereby warrants and covenants that it will defend, indemnify and save the School District harmless from any and all actions, suits, damages, judgements and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of dues specified by the exclusive Representative as provided herein.]

District records do not reflect FTE for members of this group. Our spreadsheet reflects number of duty days and number of hours per day. The Association would be willing to accept this data in lieu of FTE [September, 13, 2024]

District Proposal – July 11, 2024:

Article V, Section 5, Access to Membership Lists: By October 1 of each school year, and every 120 days thereafter, the District shall provide in electronic form to the Union the names, home and work addresses, home and work telephone numbers, home and work e-mail address, worksite location and job title of all bargaining unit members employed. If a bargaining unit employee separates from employment or transfers out of the bargaining unit, the District shall notify the exclusive representative within 20 calendar days after separation or transfer.

STATUS:

Open Issue

Association Proposal #2b: Pg. 5 ARTICLE VI, Section 1. Rates of Pay. Update current language to MN Statute:

~~Subd. 18. E-Learning Days. When students engage in e-learning in accordance with a school board adopted e-learning day plan under Minnesota Statute §120A.414 and employees are not allowed or required to report to school buildings, employees will be provided the following options:~~

- ~~1) The opportunity to work remotely as assigned by the District.~~
- ~~2) To make the time up in the future if mutually agreed between the employee and the District (with the understanding that the time may be made up in less than full day increments).~~
- ~~3) Take a flexible leave or vacation day if available/Use earned leave if available.~~
- ~~4) Take a pay deduction for the day missed.~~

Discussion:

E-Learning Days 120A.414 Subd. 6. Other school personnel. 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 much 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.

July 11, 2024: Open: “Essential employee” is a legally defined term, and as it relates to school employees, that is confidential staff, principals, and vice principals.

July 11, 2024: Add something that does not require lead secretaries to show when it is unsafe; the employee gets to make this determination.

District Position – July 11, 2024:

Section 5. E-learning Days: When students engage in e-learning in accordance with a school board adopted e-learning day plan under ~~Minn. Stat. §120A.414~~ **Minnesota law** and employees are not allowed or required to report to school buildings, employees will be ~~provided the following options~~ **paid full wages for scheduled work hours for the duration of the e-learning period. During the e-learning period, employees may 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. Emergency employees must report to work unless alternative arrangements have been agreed between the employee and the District.**

- ~~1) The opportunity to work remotely as assigned by the District,~~ **An employee who is unable to work as outlined above may take a Flexible Leave day, or take unpaid time off (employees may exercise discretion to take Flexible Leave or salary deduct);** ~~or An employee who is unable to work as outlined above due to personal illness or illness of an immediate family member as defined by state or federal law may be authorized to use accrued sick leave.~~

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~~2) To make up time in the future if mutually agreed between the employee and the District (with the understanding that such time may be made up in increments that are less than full day increments); or~~

~~3) Take a flexible leave or vacation day if available.~~

~~Take a pay deduction for the day missed.~~

September 13, 2024: BESP maintains original position on this proposal.

STATUS: .

Open Issue

Association Proposal #2c: Update Language MN Statute 179A.07, Subd. 9. Access

New Employee Meeting. A public employer must allow an exclusive representative to meet in person with newly hired employees, without charge to the pay or leave time of the employees, for 30 minutes, within 30 calendar days from the date of hire, during new employee orientations or, if the employer does not conduct new employee orientations, at individual or group meetings. An exclusive representative shall receive no less than ten days' notice in advance of an orientation, except that a shorter notice may be provided where there is an urgent need critical to the operations of the public employer that was not reasonably foreseeable. Notice of and attendance at new employee orientations and other meetings under this paragraph must be limited to the public employer, the employees, the exclusive representative, and any vendor contracted to provide a service for purposes of the meeting. Meetings may be held virtually or for longer than 30 minutes only by mutual agreement of the public employer and exclusive representative.

Discussion:

September 13, 2024: Association maintains original position on this proposal.

District Position – July 11, 2024: The District will comply with statutory requirements.

STATUS:

Open Issue

Association Proposal #3: Pg. 5 ARTICLE VI. Section 1. Rates of Pay.

Subd. 14. Bus Monitor Premium. Any employee who works Bus Monitor duty shall receive an additional ~~\$3.30~~ \$4.50 per hour for ~~2021-2022 and 2022-2023~~ in addition to their regular hourly rate of pay for all hours worked or scheduled in an employee's workday. This premium shall be paid to any employee who works as a Bus Monitor whether assigned or substituting in the position and shall be paid on any benefit leave used by an employee. All hours worked as Bus Monitor shall be added to an employees' regular workday for the purpose of calculating benefits.

Discussion:

July 11, 2024: Bus Driver's contract reflects a "split shift" differential of \$4.50 per hour for 2023-2024 and \$5.00 per hour for 2024-2025.

July 11, 2024: District has historically matched the bus driver's split shift differential, which is \$4.50/hour for 23-24 and \$5.00/hour for 24-25; this would be factored into the cost package.

September 13, 2024: BEBP maintain their original proposal, \$4.50/hour EFFECTIVE 24-25, which is a total cost of \$19,512 per year. Question: Does this include the payroll taxes or just the change in hourly rate of pay? Clarification provided that that projected cost is just the hourly rate of pay adjustment and does not include payroll taxes/retirement/etc.

District Position: This is cost item and part of the total cost package.

STATUS:

Open Issue

Association Proposal #4: Pgs. 5-6 Article VI, Section 1. Rates of Pay. Add:

Subd. 19. Health Paraprofessional Duties. Health Paraprofessional employees will be paid for all hours worked, including work done during lunch breaks, at their current rate of pay. Health paraprofessionals shall complete a whitecard when they work during break time.

Discussion:

July 11, 2024: A review of timesheets through January 2024 showed a total of 18 days this school year and all at Bemidji High School (BHS).

July 11, 2024: Helpful to have in the contract as information for staff. Current contract language relating to Overtime exists, but there does not appear to be any specific language regarding additional time worked that does not constitute overtime.

July 11, 2024: Concern regarding Health Paraprofessionals not being able to get a duty free lunch due to student needs. Times where it has been difficult for Paraprofessionals to get a lunch break due to schedule/student needs.

IDEA – July 11, 2024: “When an employee works beyond their normally scheduled work day or through a scheduled lunch break, compensation will be provided at the employee’s regular hourly rate of pay for the additional time worked upon submission of an approved timesheet. All additional time must be approved, by an administrator, superintendent or designee. Advance approval is required unless there is an emergency and/or critical student need for which advance approval cannot be obtained.”

District Position:

July 11, 2024: The language proposed is not necessary. The District is willing to pay for the time for missed lunch periods, however we need the timesheets to meet our documentation requirements.

STATUS: .

TENTATIVE AGREEMENT – SEPTEMBER 13, 2024: Add the following language:

When an employee works beyond their normally scheduled work day or through a scheduled lunch break, compensation will be provided at the employee’s regular hourly rate of pay for the additional time worked upon submission of an approved timesheet. All additional time must be approved, by an administrator, superintendent or designee. Advance approval is required unless there is an emergency and/or critical student need for which advance approval cannot be obtained.

Association Proposal #5: Pg. 8. ARTICLE VII. Insurance. Section 2, Insurance Benefit Proration:

HOURS OF QUALIFICATION	PERCENT PRORATION OF DISTRICT CONTRIBUTION	MAXIMUM MONTHLY CONTRIBUTION 2024-2025
Under 4 hours daily	No Contribution	\$0.00
4 up to 5.99 daily	75%	\$633.75 \$675
6 or more hours daily	100%	\$845 \$900

Reflects an increase of 6.5%

HOURS OF QUALIFICATION	PERCENT PRORATION OF DISTRICT CONTRIBUTION	MAXIMUM MONTHLY CONTRIBUTION 2025-2026
Under 4 hours daily	No Contribution	\$0.00
4 up to 5.99 daily	75%	\$756
6 or more hours daily	100%	\$1008

Reflects an increase of 12%

HOURS OF QUALIFICATION	PERCENT PRORATION OF DISTRICT CONTRIBUTION	MAXIMUM MONTHLY CONTRIBUTION 2026-2027
Under 4 hours daily	No Contribution	\$0.00
4 up to 5.99 daily	75%	\$846
6 or more hours daily	100%	\$1129

Reflects an increase of 12%

Subd. 2. Should the district’s contribution exceed the cost of the premium, those dollars shall be placed in a Health Savings Account (HSA)

Discussion:

July 11, 2024: HSA contributions can only be made when the employee is covered under a qualifying “High Deductible” health insurance plan.

IDEA – July 11, 2024: Subd. 2. Employee’s covered under a qualifying “High Deductible” health plan shall be authorized to have any portion of the District insurance contribution that is in excess of the actual monthly premium deposited into a Health Saving Account (HSA) within applicable state and federal rules and limitations. At no time shall the District’s total contribution to insurance premiums and HSA account contributions exceed the maximum monthly amounts contained herein.

District Position: Part of total package cost.

Association Proposal - September 13, 2024:

Should the District contribution exceed the cost of the “high deductible” health plan, employees covered under the qualifying “high deductible” health plan shall have the remaining dollars placed into a Health Savings Account (HSA) within applicable state and

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federal rules and limitations. At no time shall the District's total contribution to insurance premiums and HSA contributions exceed the maximum monthly amounts contained herein.

Alternative (September 13, 2024):

Subd. 2. Employee's covered under a qualifying "High Deductible" health plan may elect to have any portion of the District insurance contribution that is in excess of the total monthly premiums, for all options selected as outlined in Section 1 of this Article, deposited into a Health Saving Account (HSA) within applicable state and federal rules and limitations. At no time shall the District's total contribution to insurance premiums and HSA account contributions exceed the maximum monthly amounts contained herein.

September 13, 2024 – Association Proposal: No change in monthly District insurance contribution for those taking single coverage. Effective July 1, 2024, those electing family coverage will receive an additional \$165/month (this cost should be about half of the cost of the Association's previous proposal) NOTE: District Response: part of total package cost and will need time to review cost impact.

STATUS:

PARTIAL TENTATIVE AGREEMENT – SEPTEMBER 13, 2024:

Subd. 2. Employee's covered under a qualifying "High Deductible" health plan may elect to have any portion of the District insurance contribution that is in excess of the total monthly premiums, for all options selected as outlined in Section 1 of this Article, deposited into a Health Saving Account (HSA) within applicable state and federal rules and limitations. At no time shall the District's total contribution to insurance premiums and HSA account contributions exceed the maximum monthly amounts contained herein.

Association Proposal #6: Pgs. 13 ARTICLE VIII. Leaves of Absence

Section 8. Flexible Leave: A school term employee who has completed the probationary period shall be eligible for ~~one~~ two days of flexible leave per school year deductible from accumulated sick leave.

Requests for use of leave under this section shall be made no later than three (3) days prior to the requested leave. The three-day advance notification may be waived by the Superintendent or his/her designee in cases where the need for leave is not foreseeable. Requests shall be subject to approval by the Superintendent or his/her designee.

This leave shall not carry over from year to year and shall not be granted on the day immediately preceding or following holidays or school breaks, or on the first or last student days of the school year.

Discussion:

September 13, 2024 – Association Proposal: Article VI, Section 1, Subd. 1: Effective July 1, 2024, all school term employees in this group shall be provided with 11 days of sick leave; all 12 month employees shall be provided with 12 days of sick leave.

September 13, 2024 - What if?: We implement a graduated system where additional Flexible Leave is available after a specific number of years of service?

Data Needed (September 13, 2024): Substitute Fill Rate for last year
[HOMEWORK: Jordan]

District Position – July 11, 2024: Too costly. Makes substitute shortage worse.

District Proposal – July 11, 2024:

Section 8. Flexible Leave: A school term employee who has completed the probationary period shall be eligible for one day of flexible leave per school year deductible from accumulated sick leave.

Requests for use of leave under this section shall be made no later than three (3) days prior to the requested leave. The three-day advance notification may be waived by the Superintendent or his/her designee in cases where the need for leave is not foreseeable. Requests shall be subject to approval by the Superintendent or his/her designee.

This leave shall not carry over from year to year and shall not be granted on the day immediately preceding or following holidays or school breaks, or on the first or last student days of the school year.

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STATUS:

Open Issue

Association Proposal #7: Pg. 13 ARTICLE IX. Holidays and Vacations. Section 1. Holidays

Subd. 1. All employees in the unit who are employed on a basis of 12 months per year shall be entitled to the following paid holidays. If school is in session on any of these days, an alternate day will be granted.

- | | | |
|-----------------------|---------------------------|----------------------|
| 1. New Year’s Eve Day | 5. Independent Day | |
| 2. New Year’s Day | 6. Labor Day | 9. Christmas Eve Day |
| 3. President’s Day | 7. Thanksgiving Day | 10. Christmas Day |
| 4. Memorial Day | 8. Day After Thanksgiving | 11. Juneteenth |

The following days will be considered a paid holiday ~~and you will not be required to work only if school is not in session.~~ If school is in session and employees are required to work, employees will be paid time and one half or comp time will be given.

- | | |
|-----------------|----------------------------|
| 1. Good Friday* | 2. Martin Luther King Day* |
|-----------------|----------------------------|

Discussion:

District Proposal – July 11, 2024:

Subd. 1. All employees in the unit who are employed on a basis of 12 months per year shall be entitled to the following paid holidays. If school is in session on any of these days, an alternate day will be granted. **Part-time employees shall be eligible for holidays on a pro-rata basis.**

- | | | |
|-----------------------|---------------------------|----------------------|
| 1. New Year’s Eve Day | 5. Independent Day | |
| 2. New Year’s Day | 6. Labor Day | 9. Christmas Eve Day |
| 3. President’s Day | 7. Thanksgiving Day | 10. Christmas Day |
| 4. Memorial Day | 8. Day After Thanksgiving | 11. Juneteenth |

*The following days will be considered a paid holiday **if school is not in session** ~~and you will not be required to work only if school is not in session.~~ Staff required to work on either Good Friday and/or Martin Luther King Day shall be paid time and one-half for all hours worked on that day.

- | | |
|----------------|----------------------------|
| 1 Good Friday* | 2. Martin Luther King Day* |
|----------------|----------------------------|

STATUS: .

TENTATIVE AGREEMENT (Effective 2024-2025) – September 13, 2024:

Subd. 1. All employees in the unit who are employed on a basis of 12 months per year shall be entitled to the following paid holidays. If school is in session on any of these days, an alternate day will be granted. **Part-time employees shall be eligible for holidays on a pro-rata basis.**

- | | |
|------------------------------|---------------------------|
| 1. New Year’s Eve Day | 5. Independent Day |
|------------------------------|---------------------------|

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- | | | |
|--------------------|---------------------------|----------------------|
| 2. New Year's Day | 6. Labor Day | 9. Christmas Eve Day |
| 3. President's Day | 7. Thanksgiving Day | 10. Christmas Day |
| 4. Memorial Day | 8. Day After Thanksgiving | 11. Juneteenth |

*The following days will be considered a paid holiday if school is not in session ~~and you will not be required to work only if school is not in session.~~ Staff required to work on either Good Friday and/or Martin Luther King Day shall be paid time and one-half for all hours worked on that day.

- | | |
|-----------------|----------------------------|
| 1. Good Friday* | 2. Martin Luther King Day* |
|-----------------|----------------------------|

Association Proposal #8: Pg. 13 Article IX. Holidays and Vacations. Section 1. Holidays

Subd. 2. School Term Employees: All employees who are employed on a school term basis shall be entitled to ~~seven (7)~~ **nine (9)** paid holidays each year. They are: Labor Day, Thanksgiving Day, Day after Thanksgiving Day, **Christmas Eve Day**, Christmas Day, **New Year's Eve Day**, New Year's Day, Good Friday and Memorial Day.

The following days will be considered a paid holiday. If school is in session and employees are required to work, employees will be paid time and one half or comp time will be given.

- 1. Good Friday***
- 2. Martin Luther King Day***

Discussion:

District Position – July 11, 2024: Too costly.

District Proposal:

Subd. 2. School Term Employees: All employees who are employed on a school term basis shall be entitled to seven (7) paid holidays each year. They are: Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day, New Year's Day, Good Friday and Memorial Day.

If school is in session and employees are required to work on Good Friday and/or Martin Luther King Day, employees will be paid time and one half for all hours worked on that day.

STATUS:

TENTATIVE AGREEMENT (Effective 2024-2025) – September 13, 2024:

Subd. 2. School Term Employees: All employees who are employed on a school term basis shall be entitled to seven (7) paid holidays each year. They are: Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day, New Year's Day, Good Friday and Memorial Day.

If school is in session and employees are required to work on Good Friday and/or Martin Luther King Day, employees will be paid time and one half for all hours worked on that day.

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Association Proposal #9: Pg. 18-19 Article XII Deferred Compensation Matching Plan

Section 3. Limitation: Under no circumstances will the lifetime contribution for any one employee exceed ~~\$25,000~~ \$40,000.

Discussion:

No member is currently at a point of exceeding the \$25,000 lifetime maximum during the potential contract term(s).

Costing? Past agreement to cost based on actual participation times the proposed increase in the lifetime maximum.

District Position: Part of total package cost.

STATUS:

SEPTEMBER 13, 2024: Association withdraws this proposal.

Association Proposal #10: APPENDIX B – SALARY GUIDE and Longevity Pg. 4

Wage Increase: Year 1/2023-2024: \$2.00/hr increase to all wages
Year 2/2025-2025: 5% increase for Step 1, 9% increase for Step 2, 13% increase for step 3
Year 3/2025-2026: 10%
Year 4/2026-2027: 10%

Pg. 4 ARTICLE VI Section 1. Rates of Pay

Subd. 9. Longevity

Employees who have been continuously employed for the number of years specified shall receive an additional hourly amount as indicated, over their base salary:

Years of Service	2021-2023
5 years continuous employment -	\$0.90 per hour
10 years continuous employment -	\$1.00 \$1.90 per hour
15 years continuous employment -	\$1.10 \$3.00 per hour
20 years continuous employment -	\$1.40 \$4.40 per hour
25 years continuous employment -	\$1.50 \$5.90 per hour
30 years continuous employment -	\$1.60 \$7.50 per hour

Discussion:

July 11, 2024: Settlements with other non-licensed groups:

\$1 per hour 1st year & 2.5% 2nd year; increase Insurance Contribution to \$885/month

OR

\$0.70 per hour 1st year & 2.25% 2nd year; increase Insurance Contribution to \$920/month

Association Proposal – September 13, 2024:

BESP counter – September 13, 2024:

\$1.00/hour Year 1, \$2.00/hour Year 2

Subd. 9. Longevity:

Employees who have been continuously employed for the number of years specified shall receive an additional hourly amount as indicated, over their base salary:

Years of Service.	2023-2025
5 years continuous employment -	\$1.00 90¢ per hour
10 years continuous employment -	\$1.00 \$2.00 per hour
15 years continuous employment -	\$1.10 \$3.00 per hour
20 years continuous employment -	\$1.40 \$4.00 per hour
25 years continuous employment -	\$1.50 \$5.00 per hour
30 years continuous employment -	\$1.60 \$6.00 per hour

Discussion – September 13, 2024: Local Comparables

Current Wages:

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Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7	Class 8	Class 9	Class 10	Class 11
1	2	3	4	5	6	7	8	9	10	11
\$ 18.00	\$ 18.65	\$ 19.30	\$ 20.10	\$ 20.88	\$ 21.88	\$ 22.88	\$ 23.89	\$ 24.89	\$ 25.88	\$ 26.88
\$ 18.17	\$ 18.84	\$ 19.49	\$ 20.28	\$ 21.06	\$ 22.08	\$ 23.07	\$ 24.07	\$ 25.07	\$ 26.07	\$ 27.07
\$ 18.39	\$ 19.04	\$ 19.70	\$ 20.47	\$ 21.26	\$ 22.27	\$ 23.26	\$ 24.25	\$ 25.25	\$ 26.25	\$ 27.26

CLBESP Ratified Increases: over 2 years, \$4.10/base; \$4.60/current

Laporte ESP Increases: 8% year 1, 4% year 2 (amounts to average of \$2.45 over 2 years)

Kelliher ESP Increases: over two years, \$4.50

Need to have an agreement that makes Bemidji competitive within our regional market.

District Position – July 11, 2024: Too costly. September 13, 2024: The District will need time to cost the proposal.

STATUS: .

Open Issue

Association Proposal #11: Article VI Section 1

Subd 17. ~~Emergency~~ **Non-Weather-Related Closings**: Should a student day be lost due to the work stoppage of any other employee group, employees' work hours will be provided as scheduled. ESP employees will be held harmless during the work stoppage of any other employee group. In the event of a student day lost for any other non weather-related reason ~~emergency~~, school term employees shall perform duties on the make-up day as the District shall determine; **if such make-up day is in addition to the employment year as defined in Article VI, Section 2 of this agreement, employees will be compensated per their regular rate of pay.**

Discussion:

District Position – July 11, 2024: No. Retain current language.

Association Proposal – September 13, 2024: Retain original proposal.

STATUS:

Association Proposal #12: Article VI, Section 1

Subd. 19 Subbing for Licensed Staff: Any ESPs who are appropriately licensed and agree to be assigned short-call substitute work may do so while also retaining all rights, seniority, and benefits that they have accrued or possess in the ESP bargaining unit. Time spent as a short-call substitute teacher will count towards any and all accrual of benefits as an ESP, including but not limited to leave, seniority and pay.

In the event that an ESP agrees to substitute, and the District finds another licensed substitute after the assignment has begun, the District may return the ESP to their original position. The employee will receive the greater of their regular rate of pay or their sub rate for the entire day.

ESPs working as short-call substitutes will be compensated the higher of \$275 per day or their regular daily rate.

Discussion: .

District Position – July 11, 2024:

Subd. 19 Subbing for Licensed Staff: Any ESPs who are appropriately licensed and agree to be assigned short-call substitute teacher work may do so while also retaining all rights, seniority, and benefits that they have accrued or possess in the ESP bargaining unit. Time spent as a short-call substitute teacher will count towards any and all accrual of benefits as an ESP, including but not limited to leave, seniority and pay.

ESPs working as short-call substitutes will be compensated the higher of \$260 per day or their regular daily rate. Assignments of less than a full day shall be pro-rated.

Any ESP who is appropriately licensed and accepts a Long Term Substitute (LTS) teaching assignment will be granted a temporary leave of absence from their position within the ESP bargaining unit. Such employee shall return to their prior position within the ESP unit upon completion of the LTS assignment. If such position no longer exists, they will be returned to a position with equivalent hours and pay.

Association Proposal – September 13, 2024:

Subd. 19 Subbing for Licensed Staff: Any employees who are appropriately licensed and agree to be assigned short-call substitute teacher work may do so while also retaining all rights, seniority, and benefits that they have accrued or possess in the BEBP bargaining unit. Time spent as a short-call substitute teacher will count towards any and all accrual of benefits, including but not limited to leave, seniority and pay.

Employees working as short-call substitutes will be compensated the higher of \$260 per day or their regular daily rate. Assignments of less than a full day shall be pro-rated. **Should an employee prep for the substitute assignment, but subsequently not be needed, the employee shall time card for the prep time at the substitute rate.**

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Any employee who is appropriately licensed and accepts a Long Term Substitute (LTS) teaching assignment will be granted a temporary leave of absence from their position within the BESP bargaining unit. Such employee shall return to their prior position within the BESP unit upon completion of the LTS assignment. If such position no longer exists, they will be returned to a position with equivalent hours and pay.

Discussion – September 13, 2024: Need to conduct some research and clarify the language regarding “prep”.

IDEA – September 13, 2024: Pay minimum of one hour for short call sub assignment cancelled prior to the start of the student day of the assignment AND add one hour to the pro-rated time if the assignment is terminated earlier than originally scheduled. NOTE: Need time to discuss and develop contract language [HOMEWORK: Vanessa]

STATUS:

Open Issue

Association Proposal #13: Article VI Section 1

Subd. 13. Temporary Absence **of ESP Member**: When an employee is asked, and does assume the duties of another employee **instead of their regular duties** ~~due to a temporary absence or termination,~~ and if ~~the vacant~~ such position is at a higher compensation level, such employee will be paid at the higher level rate ~~for each shift of four hours or more until the vacancy no longer exists.~~ This provision will ~~not apply to vacancies by employees on vacation or uniform shut down.~~ **Should an employee assume the duties of another employee while also performing their own duties, the employee will be provided either a) twice their hourly rate of pay, or b) comp time. If the employee chooses comp time, such time must be used within 6 work months of earning such time.**

Discussion: .

District Position – July 11, 2024: No. Retain current language.

Association Proposal – September 13, 2024:

Subd. 13. Temporary Absence **of ESP Member**: When an employee is asked, and does assume the duties of another employee **instead of their regular duties** ~~due to a temporary absence or termination,~~ and if ~~the vacant~~ such position is at a higher compensation level, such employee will be paid at the higher level rate ~~for each shift of four hours or more until the vacancy no longer exists.~~ This provision will ~~not apply to vacancies by employees on vacation or uniform shut down.~~ **Should an employee assume the duties of another employee while also performing their own duties, the employee will be provided twice their hourly rate of pay.**

Discussion – September 13, 2024: The District will need time to review the cost and operational impact.

STATUS:

Open Issue

Association Proposal #14: Article VI

Subd. 15. **Late Start**/Early Dismissal: If school **starts late, and/or** is dismissed early because of inclement weather or other emergencies ~~and the certified instructional staff is dismissed~~, unit employees will also be **called to work late (late start) and/or dismissed early (early out)** at no loss of pay. ~~The District may designate one secretary at each work site to remain at work and assist the building administrator. The designated secretary will be dismissed when the building administrator leaves.~~

Discussion: .

District Position – July 11, 2024: No. Retain current language.

Association Proposal – September 13, 2024: BESP maintains proposal, as it aligns with law: 125B.155.

Discussion – September 13, 2024: Intent is to ensure that staff are paid for all normally scheduled hours if they are authorized to report to work late or dismissed early.

July 11, 2024: Association indicates intent to provide notice of intent to end past practice relating to current Emergency conditions policy. District's position is that staffing is a Management Right.

STATUS:

District Proposal #1: Pg. 6 ARTICLE VI Section 2. Subd. 2

Revise staff development day language to reflect payment by timesheet for voluntary participation.

District Proposal – July 11, 2024:

Subd. 2. School Term Employees:

A. SECRETARIAL: Secretarial employees employed for the school term will work days scheduled as "student days" in the adopted school calendar and additional days as assigned preceding and following the regular school term. Other days shall be worked as mutually agreed between District and employee or as posted when filling the position. ~~If the number of student days is reduced in the official school calendar effective July 1, 2022, secretarial employees employed for the school term will work one professional development day as designated by the District (employees may use flexible leave and/or salary deduct on the designated staff development day as approved by their supervisor).~~ Secretarial employees may work on the professional development day designated by the District. Secretarial employees working on the designated staff development day shall be paid for hours worked based on the submission of approved timesheets.

B. PARAPROFESSIONALS: Paraprofessional employees employed for the school term will work days scheduled as "student days" in the adopted school calendar and up to three additional days within the school term as assigned. Other days shall be worked as mutually agreed between District and employee or as posted when filling the position. ~~If the number of student days is reduced in the official school calendar effective July 1, 2022, paraprofessional employees employed for the school term will work one professional development day as designated by the District (employees may use flexible leave and/or salary deduct on the designated staff development day as approved by their supervisor).~~ Paraprofessional employees may work on the professional development day designated by the District. Paraprofessional employees working on the designated staff development day shall be paid for hours worked based on the submission of approved timesheets.

Discussion:

July 11, 2024: Concerns that there is not enough time approved during pre-school workshop week to adequately review IEPs, behavior plans, etc. Clarification provided that up to six hours is approved and seems adequate for the purpose.

Association Position:

STATUS:

Tentative Agreement – September 13, 2024:

Subd. 2. School Term Employees:

A. SECRETARIAL: Secretarial employees employed for the school term will work days scheduled as "student days" in the adopted school calendar and additional days as assigned preceding and following the regular school term. Other days shall be worked as mutually agreed between District and employee or as posted when filling the position. ~~If the number of student days is reduced in the official school calendar effective July 1, 2022, secretarial employees employed for the school term will work one professional development day as designated by the District (employees may use flexible leave and/or salary deduct on the designated staff development day as approved by their supervisor).~~ Secretarial employees may work on the professional development day designated by the District. Secretarial employees working on the designated staff development day shall be paid for hours worked based on the submission of approved timesheets.

B. PARAPROFESSIONALS: Paraprofessional employees employed for the school term will work days scheduled as "student days" in the adopted school calendar and up to three additional days within the school term as assigned. Other days shall be worked as mutually agreed between District and employee or as posted when filling the position. ~~If the number of student days is reduced in the official school calendar effective July 1, 2022, paraprofessional employees employed for the school term will work one professional development day as designated by the District (employees may use flexible leave and/or salary deduct on the designated staff development day as approved by their supervisor).~~ Paraprofessional employees may work on the professional development day designated by the District. Paraprofessional employees working on the designated staff development day shall be paid for hours worked based on the submission of approved timesheets.

District Proposal #2: Pg. 9 ARTICLE VIII Section 1. Subd. 4.

Subd. 4. The District may require an employee to furnish a medical certificate from a physician or appropriate healthcare provider as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave. “Failure to provide required medical certification or other reasonable documentation as defined by state or federal law within thirty (30) days of such request may result in the leave being recorded as an unauthorized absence without pay.”

Discussion: .

Association Position: .

STATUS:

Tentative Agreement – September 13, 2024:

Subd. 4. The District may require an employee to furnish a medical certificate from a physician or appropriate healthcare provider as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave. “Failure to provide required medical certification or other reasonable documentation as defined by state or federal law within thirty (30) days of such request may result in the leave being recorded as an unauthorized absence without pay.”

District Proposal #3: Pg. 4 ARTICLE VII Insurance. Section 1c.

Revise Optical Reimbursement language to create consistency across all bargaining units to ease administrative burdens.

Discussion:

The amount provided for in Section 2, shall be used at the discretion of the individual employee to pay premiums among the following options. This language shall be subject to the terms and conditions established by the coverage providers.

- a) Health Insurance (employee or dependent coverage)
- b) Dental Insurance (employee or dependent coverage)
- c) Optical Reimbursement Account
Eligible expenses for optical costs up to \$1,500 per plan year (~~effective 2020-2021~~) will be reimbursable under Section 105 of the Internal Revenue Service Code. Available beginning with the election/open enrollment period with a September 8th deadline for a plan year of October 1st through September 30th. ~~Eligible employees electing this option shall be limited to one reimbursement claim per plan year.~~ Amounts remaining unspent in the optical reimbursement account at the end of the plan year will be forfeited.

Association Position: .

STATUS:

Tentative Agreement – September 13, 2024:

The amount provided for in Section 2, shall be used at the discretion of the individual employee to pay premiums among the following options. This language shall be subject to the terms and conditions established by the coverage providers.

- d) Health Insurance (employee or dependent coverage)
- e) Dental Insurance (employee or dependent coverage)
- f) Optical Reimbursement Account
Eligible expenses for optical costs up to \$1,500 per plan year (~~effective 2020-2021~~) will be reimbursable under Section 105 of the Internal Revenue Service Code. Available beginning with the election/open enrollment period with a September 8th deadline for a plan year of October 1st through September 30th. ~~Eligible employees electing this option shall be limited to one reimbursement claim per plan year.~~ Amounts remaining unspent in the optical reimbursement account at the end of the plan year will be forfeited.

District Proposal #4: ARTICLE IX Holidays & Vacation

Section 2. Vacations:

Subd. 1. Secretarial-Clerical and Paraprofessional employees who are employed on the basis of twelve (12) months a year and work twenty (20) hours or more a week shall earn paid vacation time according to the following schedule.

~~0 days – during the first six (6) months probationary period.~~

~~6-12 months – 5/6 of a day for each full month of employment.~~

10 days - will be earned after ~~one (1) year of continuous~~ **upon** employment including probationary period.

15 days - will be earned after six (6) years of continuous employment including the probationary period.

20 days - will be earned after twelve (12) years of continuous employment including the probationary period.

25 days – will be earned after twenty-four (24) years of continuous employment including the probationary period.

Discussion:

Association Position:

STATUS:

Tentative Agreement (Effective 2024-2025) – September 13, 2024:

Section 2. Vacations:

Subd. 1. Secretarial-Clerical and Paraprofessional employees who are employed on the basis of twelve (12) months a year and work twenty (20) hours or more a week shall earn paid vacation time according to the following schedule.

~~0 days – during the first six (6) months probationary period.~~

~~6-12 months – 5/6 of a day for each full month of employment.~~

10 days - will be earned after ~~one (1) year of continuous~~ **upon** employment including probationary period.

15 days - will be earned after six (6) years of continuous employment including the probationary period.

20 days - will be earned after twelve (12) years of continuous employment including the probationary period.

25 days – will be earned after twenty-four (24) years of continuous employment including the probationary period.

District Proposal #5: Extended School Year (ESY) & Other Summer Programs

Develop language regarding assigning staff to Extended School Year (ESY) and other Summer Programs when voluntary applications are insufficient to staff ESY and other Summer Program.

Discussion:

July 11, 2024: The District is required to provide ESY services for qualified students and offers various summer programs to meet the academic needs of students. Appropriate staffing is necessary to ensure the safety of students and delivery of services.

July 11, 2024: What about employees who have other employment during the summer, daycare issues during the summer, etc.? Create 10 month positions? Provide free Summer Kids services for staff who agree to work ESY & Other Summer Programs? Premium Pay for working ESY & Other Summer Programs (cost neutral – summer unemployment costs)?

Association Position: September 13, 2024 – Retain current language

STATUS:

SEPTEMBER 13, 2024

NOTE:

Next Meeting: Thursday, September 26, 2024 @ 3:00 p.m.