

DISTRICT’S RESPONSE TO WEA’S FIRST FINANCIAL PROPOSAL (PRESENTED BY WEA ON 10/12/2023) AND WEA’S REMAINING LANGUAGE PROPOSALS
District’s Response Presented to WEA on October 25, 2023

1. All tentatively agreed upon additions are noted with green underlining, and all tentative agreed upon deletions are noted with ~~green strikeout~~.
 2. The WEA’s proposed additions are noted with red underlining, and the WEA’s proposed deletions are noted with ~~red strikeout~~.
 3. The District’s proposed additions are noted with blue underlining, and the District’s proposed deletions are noted with ~~blue strikeout~~.
 4. Explanatory items are noted in *italics*.
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TENTATIVE AGREEMENTS

ISSUE 1 (WEA) – ARTICLE X, SECTION 7, COMPENSATION FOR TRAVEL BETWEEN BUILDINGS

WEA PROPOSAL: Article X, Section 7 states: “The school district will pay the established district mileage (established annually by the school board) reimbursement for travel between school buildings if the teacher assignment involves travel between buildings to complete classroom duties in the same day. Payment will be made at the end of each term and shall be requested by the teacher and approved by the building administrator.” Article X, Section 7 also contains a chart listing one-way mileage between buildings. WEA and the District tentatively agree to amend the chart as follows with the express understanding that the following chart will be in effect for only two years and that new mileage calculations will be applied when regular routes are available because current road construction projects are completed.

	Southview	Bayview	Laketown	WMS	WHS	ESC/WEC	WLC	Transitions
Southview		.6 miles	1.7 miles	1.5 miles	2.2 miles	1.0 miles	2.5 miles	.1 miles
Bayview	.6 miles		2.0 miles	1.6 miles	2.3 miles	1.4 miles	3.1 miles	.6 miles
Laketown	1.7 miles	2.0 miles		2.8 miles	3.5 miles	2.1 miles	3.8 miles	1.6 miles
WMS	1.5 miles	1.6 miles	2.8 miles		.8 miles	1.1 miles	1.7 miles	1.7 miles
WHS	2.2 miles	2.3 miles	3.5 miles	.8 miles		1.8 miles	.5 miles	2.4 miles
ESC/WEC	1.0 miles	1.4 miles	2.1 miles	1.1 miles	1.8 miles		2.1 miles	1.0 miles
WLC	2.5 miles	3.1 miles	3.8 miles	1.7 miles	.5 miles	2.1 miles		2.7 miles
Transitions	1 miles	.6 miles	1.6 miles	1.7 miles	2.4 miles	1.0 miles	2.7 miles	

ISSUE 9 (WEA) – MASTER CONTRACT ATTACHMENT E. WEA and the District tentatively agree to amend Attachment E, Section 3, subdivision 4, as follows:

Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service or an email time stamp within the time period.

RESPONSE TO WEA LANGUAGE PROPOSALS

ISSUE 1 (WEA) – *TENTATIVE AGREEMENT*

ISSUE 2 (WEA) – ARTICLE XI, SECTION 8, INSURANCE COMMITTEE

WEA PROPOSAL: WEA maintained its previous proposal to add language to the Master Agreement that would establish an insurance committee and would identify the members of the committee, including an established number of members from other bargaining units in the District.

DISTRICT RESPONSE: The District maintains its previous response and respectfully declines WEA’s proposal for the same reasons it has provided in the past. Those reasons are stated below.

1. The establishment of an insurance committee is not a term or condition of employment; it is an inherent managerial right. The District will not negotiate over inherent managerial rights and has no willingness to move forward with this proposal.
2. As noted in the current contract, the appropriate venue for discussion of the establishment and function of an insurance committee is meet and confer. The District will openly accept input and feedback from teachers’ representative at meet and confer.
3. The District cannot negotiate with WEA over the rights of employees in other bargaining units.
4. The District wants an inclusive committee process that values all employees. The varied perspective of employees from all groups is critical. The District did not have any concerns this year with the involvement and engagement of the committee members.
5. The Master Agreement is not the appropriate place to include guidelines.

6. WEA’s proposal states that it is based on guidelines that were agreed upon with previous administrators many years ago, but not with the school board, the current administration, or even the administration that immediately preceded the current administration.

ISSUE 3 (WEA) – ARTICLE XII, SECTION 2, LEAVES OF ABSENCE

WEA PROPOSAL: WEA modified its previous proposal and proposed to include language providing an annual “Wellness Bonus” by inserting language in the contract stating: “Teachers who use 10 or less sick days each year will receive a wellness bonus of \$1,000.” WEA’s rationale for this proposal is that it will encourage WEA member attendance.

DISTRICT RESPONSE: The District respectfully declines WEA’s proposal for the following reasons:

1. WEA’s proposal would have significant financial implications for the District. There are 287.5 FTE positions in the WEA bargaining unit. If half the WEA members received the “wellness bonus,” the District would incur a cost of \$143,750.
2. WEA’s proposal would encourage employees to go to work when they are sick.
3. The rationale that WEA provided for its proposal (i.e. the bonus would encourage WEA member attendance) indicates that WEA believes its members are choosing to use sick leave and could choose to use it less often. Employees should use sick leave when they are *unable* to perform their job duties because of an illness, injury, or other qualifying reason. Employees do not have discretion, and should not be choosing, to use sick leave for other reasons.
4. Employees may argue that WEA’s proposal would violate the Family Medical Leave Act, Minnesota’s Parental and Pregnancy Leave Act, and the Americans with Disabilities Act. The first two laws prohibit an employer from penalizing an employee for taking statutorily protected leave. The ADA prohibits employers from discriminating because of disability. Employees could assert that the denial of a “wellness bonus” to employees who have taken statutorily protected leave (i.e. leave under the FMLA or MPPLA) is an unlawful penalty and discriminates against individuals who have taken leave because of a disability. While such arguments would likely fail based on language in the federal regulations and existing case law, the District is not interested in being a test case in Minnesota.

ISSUE 4 (WEA) – ARTICLE XII, SECTION 3, LEAVES OF ABSENCE

WEA PROPOSAL: WEA maintained its proposal to amend the first paragraph of Article XII, Section 2, subdivision 3. The proposed amendment, which is shown below, would allow WEA members to earn an additional day of personal leave sooner.

Section 3. Personal Leave:

Subd. 1. Each teacher will be granted personal leave days based on their completed years of experience in the school district according to the following schedule:

0-10 years	2 <u>3</u> days
11-20 years	3 <u>4</u> days
21+ years	4 <u>5</u> days

DISTRICT RESPONSE: The District maintains its previous response respectfully declines WEA’s proposal for the same reasons it has provided in the past. Those reasons are stated below.

1. In a time in which the District has difficulty finding substitutes, the District cannot increase the number of days of personal leave that teachers receive. Additionally, the District is in statutory operating debt.
2. Any increase in the number of personal leave days available has financial implications and would result in less new money being put on the salary schedule. The District understood WEA to state that additional money on the salary schedule is its priority.
3. WEA has not presented any information showing that the number of days of personal leave the District offers is out of line with what other school districts offer.
5. The District would be willing to agree to WEA’s proposal in exchange for WEA agreeing to blackout dates for the use of personal leave during the first and last week of school and on Fridays and Mondays around holidays and breaks. The District wants to focus on what is best for students and, to that end, wants to ensure teachers are present during key times of the year for students and at times when the District has significant difficulty finding substitutes. The District is seeking to find middle ground and hopes WEA will do the same.

ISSUE 5 (WEA) – ARTICLE XII, SECTION 3, LEAVES OF ABSENCE

WEA PROPOSAL: WEA maintained its proposal to change the last sentence of Article XII, Section 3, subdivision 1, as indicated below, to increase the number of personal days that may be carried over from one year to the next. WEA stated that it is unwilling to consider a trade-off for black out days.

A maximum of ~~3~~ 4 days of personal leave may be carried over to the next school year.

DISTRICT RESPONSE: The District maintains its response and respectfully declines WEA’s proposal for the same reasons it has provided in the past. Those reasons are stated below.

1. As previously stated, the District has difficulty finding substitutes and cannot increase the number of days that a teacher may be absent on personal leave during a given school year.
2. Having the licensed teacher of record available to teach as much as possible is imperative to ensuring a consistent educational experience for students.
3. The District understands this is an important issue to WEA. Accordingly, during the last round of negotiations, the District agreed to increase the maximum number of days of personal leave that could be carried over from 2 to 3. The District also agreed to increase the number of teachers who could take personal leave in a building with 71-80 teachers. These increases did not appear to make a significant difference to WEA members who initially voted down the tentative agreement.
4. The District disagrees with WEA’s statement that its proposal would result in a cost savings to the District because it would save on the cost of substitute teachers. At most, WEA’s proposal would delay the cost to the District. With each year, a teachers’ wages rise, meaning that personal leave taken the future has the effect of costing the District more than personal leave taken now.
5. Despite the concerns with WEA’s proposal, the District would be willing to agree to it if WEA would agree to blackout dates for the use of personal leave during the first and last week of school and on Fridays and Mondays around holidays and breaks.
6. WEA stated that the District appears to be more concerned with controlling dates when days are taken versus the cost. WEA’s statement is inaccurate. The District is concerned about costs, but the District recognizes the need to balance these costs against the needs of students. The District’s first priority is the needs of its students, and having teachers be absent on key dates is not good for students.

ISSUE 6 (WEA) – ULA – *WITHDRAWN BY WEA*

ISSUE 7 (WEA) – ARTICLE XVII, SECTION 2, DEFINED CONTRIBUTION PROGRAM

WEA PROPOSAL: WEA maintained its proposal to strike the lifetime maximum to the District contribution (matching benefit) that appears in Article XVII, Section 2, subdivision 1, so it reads as follows:

- Subd. 1. The School District shall contribute, under this subdivision, matching funds according to the following schedule not to exceed the yearly amount as listed.

Years of Service in District	District Matching Contribution
Probationary	No District Match.
Continuing contract-4 yrs.	\$525 Match
5-8 yrs.	\$900 Match
9-12 yrs.	\$1,400 Match
13-16 yrs.	\$2,200 Match
17-20 yrs.	\$2,400 Match
21 + yrs.	\$2,825 Match

~~Lifetime Maximum District Contribution \$50,000 (As of September 1, 2021)~~

~~Lifetime Maximum District Contribution \$55,000 (As of September 1, 2022)~~

DISTRICT RESPONSE: The District maintains its previous response, namely that the District would be willing to agree to WEA’s proposal if WEA would agree to blackout dates for the use of personal leave during the first and last week of school and on Fridays and Mondays around holidays and breaks. The District’s matching contribution would still be subject to any limits established by law. While WEA’s proposal does not present a cost today, it will result in increased costs in the future.

ISSUE 8 (WEA) – *TENTATIVE AGREEMENT*

ISSUE 9 (WEA) – ECFE/PRESCHOOL

WEA PROPOSAL: WEA proposes that school readiness instructors enter Article XVIII, which addresses early childhood family education. WEA also proposes to insert language “such that all hours worked July 1 to June 30 be applied to full-time status.

DISTRICT RESPONSE: The District agrees that ECFE and school readiness instructors should be governed by Article XVII. The District also proposes that Tier 1 teachers be governed by Article XVII, but that language be included stating that Tier 1 teachers are in a probationary period of employment so long as they are working under a Tier 1 license.

ISSUE 10 (WEA) – SPECIALIST COMPACTING – *WITHDRAWN BY WEA*

ISSUE 14 (WEA) – MOA SCHOOL LIBRARY AID – *WITHDRAWN BY WEA*

DISTRICT’S PROPOSALS

ISSUE 11 (DISTRICT) – ARTICLE XI, SECTION 6 GROUP INSURANCE

DISTRICT PROPOSAL: The District proposes to add Article XII, Section 8, which would read as follows:

Section 8. High Deductible Health Plan Option: Beginning with the 2024-2025 insurance plan year, the School District will make available a high deductible health plan (HDHP) for single, single plus one, and family insurance plans. The School District will make a contribution to an HRA/VEBA account for any teacher that selects this option. The School District's contribution towards a teacher's health insurance premium and HRA/VEBA combined will not exceed the contribution amounts provided in Article XI, Section 2, subdivision 1.

DISTRICT RATIONALE: With the exception of teachers, the District's HDHP has been available to ISD 110 employees for approximately eighteen years. Employees who select this plan receive an annual contribution of \$1,000 (deposited monthly in the amount of \$83.33) to an HRA/VEBA account on their behalf. Money deposited in an HRA/VEBA can be used to pay for qualified health-related expenses and any balance remaining at the end of the plan year rolls forward to the next plan year. The HDHP is popular among employees who are conscientious consumers of their medical care, because it allows them the opportunity to build up a balance in their HRA/VEBA account to be used at a later date. The plan is also popular with employees seeking single plus one and family plans as the monthly premium is lower than the other available health insurance plans. At a time when health insurance premiums are very high, it seems reasonable to provide this option to our teachers.

WEA RESPONSE: WEA rejected this proposal, stating that “members lose value” under this proposal and that the proposal creates “major risk and gambling on health insurance.”

DISTRICT REPLY: While a high deductible plan is not the right plan for everyone, many employees would benefit from such a plan. High deductible plans are now the industry standard in the private sector.

ISSUE 12 (DISTRICT) – SICK LEAVE BANK *WITHDRAWN BY DISTRICT*

ISSUE 13 (DISTRICT) – MEMORANDUM OF AGREEMENT: FLEX LEARNING DAYS

DISTRICT PROPOSAL: The District has presented an MOA reflecting current practices.

WEA RESPONSE: WEA requested that the District delete the following sentence from the MOA: “The District and WEA agree that any personal costs associated with an e-learning day are offset by the benefits of an e-learning day.” WEA stated no other objections to the MOA, but stated that it would agree to the MOA only if the District agreed

to insert the WEA sick leave bank application into the contract as an appendix and stop taking the donation of days to the sick leave bank.

DISTRICT REPLY: The MOA on flex learning days and the sick leave bank are wholly unrelated issues. Moreover, the District cannot legally negotiate over whether a donation to the sick leave bank is taxable. The District has repeatedly informed WEA that WEA's proposed application form does not eliminate the tax concerns with the sick leave bank.

RESPONSE TO WEA'S FINANCIAL PROPOSALS

ISSUE 15 - (WEA) - ARTICLE IX, SECTION 2, BASIC COMPENSATION

WEA PROPOSAL: Section 2. Career Increment: Teachers shall qualify for the career increment above the basic salary schedule after a year's credit on the last step of the BA+60/MA, MA+15, MA+30 or MA+45 lane. Beginning in ~~2022-2023~~ 2023-2024, the annual salary including the career increment equates to a ~~4.25%~~ 4.5% increase over the last step of the BA+60/MA, MA+15, MA+30 or MA+45

DISTRICT RESPONSE: The District agrees to WEA's proposal.

ISSUE 16 - (WEA) - ARTICLE XI, SECTION 2 SUBD. 1, GROUP INSURANCE

WEA PROPOSAL: WEA proposes that the District cover 100% of the premium cost for health and dental insurance for singles, 72% of the premium cost for health and dental insurance for singles +1, and 72% of the premium cost for health and dental insurance for families. WEA's rationale for this proposal is that health insurance premiums have increased 13% in year-1, and any increase will be capped at 9% in year-2.

DISTRICT RESPONSE: The District must respectfully decline WEA's proposal for financial reasons. The District cannot absorb the cost of premium increases going forward and will not agree, under any circumstances, to change from a defined contribution expressed in a dollar amount to a contribution expressed in a percentage. Additionally, the plans WEA has are extremely generous in terms of the District's current contribution and the benefits provided under the plans. WEA declines to compare insurance benefits when comparing its contract to the contracts in other districts. The District prefers to place the funds it has on the salary schedule so employees can choose where to spend their own money. The district also offers a high deductible health plan (HDHP) which has the potential to decrease health insurance premiums or help hold them stable in the future.

ISSUE 17 (WEA) - ARTICLE XVIII, EARLY CHILDHOOD FAMILY EDUCATION, STEP AND LANE ADVANCEMENT

WEA PROPOSAL: WEA proposes to increase the salary schedule by 8% in Year-1 and by 8% in Year-2. WEA’s rationale is that these groups operate under the Community Education budgets with a healthy fund balance.

DISTRICT RESPONSE: The District agrees to provide the same percentage increase to the salary schedule for ECFE teachers, school readiness instructors, and Tier 1 teachers that is provided to other teachers in the bargaining unit. The District notes that the community education budget has been supplemented from the general fund.

ISSUE 18 (WEA) - ARTICLE XVIII, EARLY CHILDHOOD FAMILY EDUCATION, STEP AND LANE ADVANCEMENT

WEA PROPOSAL: WEA proposes to add language to the contract providing the following “longevity stipend” to ECFE, school readiness, and Tier 1 teachers. WEA’s rationale is that these groups operate under the Community Education budgets with a healthy fund balance.

Section 10 - Longevity Stipend
7-9 years of service = \$1,000 stipend per year
10-12 years of service = \$2,000 stipend per year
13+ years of service = \$3,000 stipend per year

DISTRICT RESPONSE: The District must respectfully decline WEA’s proposal for financial reasons. The District notes that the community education budget has been supplemented from the general fund. The District prefers to place the limited funds it has on the salary schedules for members of the WEA bargaining unit.

ISSUE 19 (WEA) - SALARY SCHEDULES - LANE ADVANCEMENT

WEA PROPOSAL: WEA proposes that qualifying teachers receive lane advancements in Year-1 and Year-2. WEA states that the average cost of lanes over the past three years was \$76,820.

DISTRICT RESPONSE: The District agrees to WEA’s proposal that teachers who qualify for a lane advancement under the contract in 2023-2024 or in 2024-2025 will receive the lane advancement specified in the contract.

ISSUE 20 (WEA) - SALARY SCHEDULES A & B - STEP ADVANCEMENT

WEA PROPOSAL: WEA proposes that qualifying teachers receive step advancements in Year-1 and Year-2.

DISTRICT RESPONSE: The District agrees to WEA’s proposal that teachers who qualify for step advancement under the contract in 2023-2024 and in 2024-2025 will receive the step advancement specified in the contract.

ISSUE 21 (WEA) - SALARY SCHEDULES A & B - SCHEDULE

WEA PROPOSAL: The WEA Proposes to increase the salary schedule by 5.5% in Year-1 and 4% in Year-2. WEA’s rationale is that teachers have continued to do more with less and have burdened the last 5 years on their own shoulders and need “competitive benefits” to attract new and retain current employees.

DISTRICT RESPONSE: The District must respectfully decline WEA’s proposal. The District is in Statutory Operating Debt (SOD) and does not have the funds to pay for such an increase. Please refer to the attached information and information presented in the State of the District Update. Additionally, the District has provided wage increases that have been highly competitive, including a 9.35% total package improvement in 2018-2019, a 2.95% total package improvement in 2020-2021, and an 8.24% total package improvement in 2022-2023. This was more than the District could afford. As a counter-proposal, the District is offering to provide an increase to the salary schedule by 1% in Year-1 and 1% in Year-2.