

**September 3, 2024**  
**2024-26 BI Negotiations**

Key:

Additions: blue / bold / italics / underlined

Deletions: blue / strikethrough

**Tentative Agreements as of September 3 2024**

(none)

**District Response to Union Proposals of August 22 2024**

**ARTICLE I**

**Purpose**

Section 1. Parties: ~~THIS AGREEMENT~~, *This agreement*, entered into between Independent School District No. 882, Monticello, Minnesota, hereinafter referred to as the School District, and Education Minnesota-Monticello Behavior Interventionist, hereafter referred to as the Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971; and as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for Behavior Interventionist during the duration of this Agreement.

**ARTICLE II**

**Recognition of Exclusive Representative**

Section 1. Recognition: In accordance with the PELRA, the School District recognizes Education Minnesota-Monticello Behavior Interventionist as the exclusive representative of Behavior Interventionist employed by the School District ~~of Independent School District No. 882, which exclusive representative, shall have those rights and duties as prescribed by the PELRA and as described in the provisions of~~ as defined in this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all the Behavior Interventionist of the District as defined in this Agreement ~~and in said Act~~.

## ARTICLE III

### Definitions

Section 1. Terms and Conditions of Employment: "Terms and conditions of employment" ~~means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, staffing ratios, and the employer's personnel policies affecting the working conditions of the employees.~~ "Terms and conditions of employment" is subject to PELRA shall be defined as set forth in Minn. Stat. 179A.03, subd. 19 and shall be subject to the School District's rights as set forth 179A.07 as provided in PELRA.

Section 2. Description of Appropriate Unit: The description of the bargaining unit shall be as set forth by the Bureau of Mediation Services pursuant to its February 13, 2024 unit determination in BMS Case No. 24PCE1001. For the purposes of this Agreement, the terms "employees" shall mean:

~~all persons in the appropriate unit employed by the District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal week in the employees bargaining unit, employees whose positions are basically temporary or seasonal in character and: (i) are not for more than 67 working days in any calendar year; (ii) are not working for a Minnesota school district or charter school;~~

All Behavioral Interventionist employees employed by Independent School District No. 882, Monticello, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory employees within the meaning of Minn. Stat. 179A.03, subd. 17 and confidential employees within the meaning of Minn. Stat. 179A.03, subd. 4.

Section 3. School District: For purposes of administering this Agreement, the term "School District" or "District" shall mean the School Board or its designated representative.

Section 4. Year: The term "year" shall mean contract year unless otherwise stipulated.

Section 5. Probationary Period: All new employees, hired after July 1, 2024, shall serve a ~~ninety (90) calendar day~~ probationary period of one hundred and twenty (120) student contact days.

Section 6. Other Terms: Other ~~†~~ terms not defined in this Agreement shall have those meanings as defined by the PELRA.

## ARTICLE IV

### School District Rights

Section 1. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and additional activities as prescribed by the School District ~~in this contract~~ and shall be governed by the laws of the State of Minnesota, and by School District rules, regulations, directives and orders; issued by properly designated officials of the School District. The exclusive representative also recognizes the right,

obligation and duty of the School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement ~~and~~. The exclusive representative further recognizes that the School District, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the United States and State of Minnesota, as well as applicable rules, regulations, and orders of state or federal governmental agencies ~~the State of Minnesota and Federal Government~~. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

Section 2. Inherent Managerial Rights: PELRA Rights and Obligations of Employers:

Subd. 1. The School District ~~and or~~ its representatives ~~s are is~~ not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as ~~the functions and programs of the School District or its representative, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel.~~ set forth in Minn. Stat. 179A.07, subd. 1.

Subd. 2. ~~School District or its representative must afford reasonable time off to elected officers or appointed representatives of the exclusive representative for the purposes of conducting the duties of the exclusive representative and must, upon request, provide for leaves of absence to elected or appointed officials of the exclusive representative.~~

Section 3. Reservation of Managerial Rights: The foregoing enumeration of School District rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

Section 4. Management Responsibilities: All employees covered by this Agreement recognize the right and obligation of the School Board to manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunities for students of the School District.

## ARTICLE V

### Behavior Interventionist Rights

Section 1. Right to Views: PELRA. Rights and Obligations of Employees:

Subd. 1. Pursuant to the PELRA, nothing contained in this ~~act~~ Agreement shall be construed to limit, impair or affect the right of any employee or their representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative if there be one; ~~nor shall it be construed to require any BI to perform labor or services against their will. If no~~ exclusive representative has been certified, any public employee individually, or group of employees through their representative, shall have the right of expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, by meeting with their public

~~employer or their representative so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.~~

~~Subd. Section 2. **Right to Join:** Pursuant to the PELRA, Behavior Interventionist **employees** shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations; Behavior Interventionist in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees with the employer or such unit.~~

~~Subd. Section 3. **Dues deduction: Employees will have the right to request and be allowed payroll deduction for the exclusive representative and the political fund associated with the exclusive representative to the extent permitted by law. The parties will follow the process set forth in Minn. Stat. 179A.06, subd. 6 with respect to the certification of an employee's authorization for payroll deductions.** The exclusive representative hereby warrants and covenants that it will defend, indemnify and hold the School District harmless from any and all actions, suits, claims, damages, judgments 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 that an employee has agreed to pay through payroll deduction.~~

~~Subd. 4. Employees shall have the right, through their elected representatives, to meet and confer with the School Board or its representatives regarding policies and matters not included in the Master Agreement.~~

~~Subd. Section 54. **Meet and negotiate:** Employees, through their certified exclusive representative, have the right and obligation to meet and negotiate in good faith with their employer regarding grievance procedures and the terms and conditions of employment, but such obligation does not compel the exclusive representative to agree to a proposal or require the making of a concession.~~

~~Subd. 6. 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 deduct one sixteenth (1/16) of such dues from the regular pay check of the bargaining unit member for each pay period for 16 consecutive pay periods. The deductions will begin the first pay period on or after October 30. 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 June 15.~~

~~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, salary, worksite location and assignment of all bargaining unit members employed. Additionally, the District must provide the Union with the names of any individual hired or 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.~~

~~Section 2: Access to worksites: Representatives of the Union shall have reasonable access to worksites and school facilities to investigate employee complaints, communicate with members, hold meetings, and conduct other business. Additionally, a representative of the Union shall be permitted to meet with newly hired bargaining unit members for at least 30 minutes within 30 days of the employee's hire. Unions may elect to have such meetings at the employee's designated worksite. Upon arrival at a worksite, Union representatives shall make their presence known to the worksite supervisor or his/her designee. Such visits shall not interrupt normal work responsibilities.~~

~~Section 35. **Union leave:** Members of the Union authorized by the Union president shall be granted up to 10 (10) days of paid union leave per school year to conduct union business. Union leave by Union members for negotiations and/or mediation sessions with the District shall not be deducted from these union leave days. **The District will afford reasonable unpaid union leave for the purposes set forth in Minn. Stat. 170A.07, subd. 6.** The Union agrees to notify the employee's immediate supervisor and District administration by e-mail at least three days prior to the use of any union leave.~~

~~Section 4. **Personnel Files:** All evaluations and files generated within the School District relating to each individual employee shall be available during district business hours to each individual employee upon their written request. The employee shall have the right to reproduce any of the contents of the files and to submit for inclusion in the file written information in response to any material contained therein. However, the School District may destroy such files, as provided by law. Information that is false and inaccurate may be challenged through the grievance procedure.~~

### **District Proposals of September 3 2024**

*The District reserves the right to amend, adjust, or add to these proposals during the process of negotiations.*

(none)