

October 30, 2024-Union Response to District Response to Union Proposals of August 22 2024 and September 3, 2024 and new language

****Parties need to agree on seniority list (additional service credit)**

Yellow highlight-changed strike-through

Green highlight-moved language

Red text-new language

Black text-BI language

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, (part-time employees whose service does not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employee's appropriate unit; employees, other than those working in a school as a paraprofessional or other noninstructional position, whose positions are temporary or seasonal in character and not for more than 67 working days in any calendar year), 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) working student contact days.

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

Section 7. Full-time Definition: Full-time means thirty (30) hours per week.

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 ~~are is~~ not required to meet and negotiate on matters of inherent managerial policy (matters of inherent managerial policy include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, selection of personnel, and direction of personnel), 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.*~~ 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.

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. The School District shall not deduct the pay of elected officers or appointed representatives involved in/or conducting Union business. The School District shall afford reasonable time off to elected officers or appointed representatives of the Exclusive Representative and shall, upon request, provide for leaves of absence to elected or appointed officials of the Exclusive Representative.~~

The School District shall grant with pay eighty (80) hours, each year, of which thirty-two (32) of these hours may only be used for negotiations or issues related to the contract, to be used during the duration of the contract for business covered under this provision.

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.

ARTICLE IX

Leaves of Absence

Section 1. Sick Leave:

Subd. 1. Employees shall earn paid sick leave at the rate of fourteen (14) days annually. Employees who work twelve (12) months will receive two (2) additional sick days.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of 120 days of sick leave per employee.

Subd. 3. Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness which prevented their attendance and performance of duties on that day or days. Sick leave with pay shall be allowed in accordance with ESST. Sick leave may be accessed for any day in which school is closed prior to reporting for work due to inclement weather or other unforeseen emergency.

Subd. 4. The School District may require an employee to furnish a medical certificate from a licensed medical provider, when more than three (3) consecutive scheduled work days are used, as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay.

Subd. 5. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 6. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 7. Sick leave balances shall be reported on employees' self-service site.

Section 3. *Funeral Leave:* In the event of a funeral or death, two (2) funeral days may be utilized per occurrence. If additional days are needed for the death of an immediate family member, employees may use up to three (3) days of sick leave. Immediate family shall include the following: husband, wife, children and any relative of whom the employee is the legal custodial guardian, sisters, brothers, parents, sister-in-law, brother-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, daughter-in-law, son-in-law, grandchildren and grandparents. Additional days may be granted at the discretion of the Superintendent.

Section 5. *Child Care Leave:*

Subd. 1. A childcare leave may be granted by the School District, subject to the provisions of this section, to one (1) employee-parent of a natural or adopted infant child, provided such employee-parent is caring for the child on a full-time basis.

Subd. 2. An employee making an application for childcare leave shall notify the Superintendent in writing of the request to take the leave at least three (3) calendar months before commencement of the intended leave. The employee shall include in the application for childcare leave, the commencement date and return date of the requested leave. At this time,

the employee shall also provide a physician's statement indicating the estimated date of delivery of the child.

Subd. 3. In making a determination concerning the commencement and duration of a childcare leave, the School District shall not, in any event, be required to:

a. Grant any leave more than twelve (12) months in duration, or;

b. Permit the employee to return to employment prior to the date designated in the request for a childcare leave.

Subd. 4. If the employee complies with all provisions of this section and a childcare leave is granted by the School District, the School District shall notify the employee in writing of its action.

Subd. 5. An employee returning from childcare leave of less than one year shall be re-employed in the same or similar position.

So long as they return on the date designated on the request for leave approved by the School District.

Subd. 6. Failure of the employee to return pursuant to the date determined in this section shall constitute grounds for termination of employment unless the School District and the employee mutually agree in writing to an extension in the leave.

Subd. 7. An employee who returns from childcare leave within the provisions of this section shall retain all previous experience credit and unused time accumulated under the provisions of this agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit while on childcare leave.

Subd. 8. An employee on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as they wish to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs will terminate if the employee does not return to the District pursuant to this section.

Subd. 9. The parties further agree that a childcare leave of absence shall be granted within one (1) of the following sections or as outlined in subdivisions 10 and 11:

a. Child Birth Leave: Child birth leave with pay utilizing sick leave for a part or all of the employee's leave, but only for the period of time that a doctor certifies that the employee is incapacitated, or to the extent of the total sick days accumulated, whichever occurs first.

b. Child Care Leave: Child care leave without pay as per this agreement. No leave shall be for more than twelve (12) months in duration.

c. Combination Child birth and child care leave: A combination of child birth leave with pay, but only for the period of time that a doctor certifies that the employee is incapacitated, or to the extent of the total accumulated sick leave, whichever occurs first and child care leave without pay for the balance of the leave as per this agreement. No leave shall be more than twelve (12) months in duration.

Subd. 10. Paid Child Care Leave for Adoption: Adoption leave benefits shall apply to both married and unmarried employees regardless of gender. In addition to the requirements in subdivision 2, the employee must submit written verification from a valid adoption agency regarding the date of home placement and official documentation of pre-adoptive meetings from the appropriate agency or organization.

A combined maximum of six (6) calendar weeks of accumulated sick leave may be utilized by an employee for the adoption of the child(ren), provided the leave is used preceding and or immediately following the placement of the child(ren). The staff member may only use two (2) weeks of their accumulated sick leave prior to the placement of the child(ren). If both parents are employed by the School District, they may use a combined total of up to six (6) calendar weeks leave.

Subd. 11. Paid Child Care Leave for Paternity Leave: An employee may use up to ten (10) consecutive working days paternity leave (paid sick hours) for the birth of a child if the sick leave is available.

~~Subd. 1. All employees shall receive fourteen (14) days of sick leave annually at the start of each school year, but only a maximum of one hundred and twenty (120) sick leave days will carry over as of June 30th of each year. Employees hired after September 30 will have sick leave prorated for that school year. Sick leave will be based on hours. Employees who work twelve (12) months will receive two (2) additional sick days.~~

~~Subd. 1. Earning:~~

~~Employees shall earn nine (9) days of sick leave each full year of employment in the School District. The employee shall earn prorated sick leave for each partial year of employment.~~

~~Subd. 2. Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to personal illness, injury or physical~~

disability or illness, injury or physical disability in the immediate family which prevents their attendance at school and performance of duties on that day or days. Family members shall be identified as those individuals designated in State Statute. It will also include those in a similar relationship.

Subd. 2. Accumulation:

Unused sick leave days may accumulate to a maximum of one hundred and twenty (120) days of sick leave.

Subd. 3. The School District may require employees to furnish medical documentation from a licensed medical provider, indicating such absence was due to illness, in order to qualify for sick leave pay, for more than three (3) consecutive scheduled work days. The employee will be so advised.

Subd. 3. Use:

Sick leave with pay shall be allowed whenever the employee's absence is found to have been due to personal illness and/or disability that prevented the employee's attendance at school and performance of duties on that day or days. The employee may use their accumulated sick leave for relatives pursuant to Minn. Stat. 181.9413, and the District will limit such use of sick leave as provided in the statute.

Subd. 4. Medical Certificate:

The District may require an employee to furnish a medical certificate from a qualified physician as evidence of any illness and/or disability pursuant to this section, indicating such absence was due to illness and/or disability, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the District. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 5. Deduction:

Sick leave allowed shall be deducted from the accrued sick leave days earned by the employees.

Subd. 6. Employees who take unpaid leave days will have their salary deducted for the time in excess of their accumulated time.

Subd. 6. Approval:

Sick leave pay will be approved only upon the submission of a request in the authorized sick leave application available online.

Subd. 7. Sick Leave Bank: bring forward discussion

Section 2. Family and Medical Leave ("FMLA") Leave:

Subd. 1. Eligible employees who work one thousand (1000) or more hours shall be granted leave and benefits to which they are entitled to under the Family and Medical

Leave Act (FMLA). Requests for family leave will be processed according to MN statute and federal law.

Subd. 2. An employee will have the option to use or retain personal days while out on approved FMLA leave.

Subd. 3. An employee will have the option to save up to ten (10) sick days that they have accrued for use upon return from an approved FMLA leave.

~~FMLA leave shall be granted pursuant to applicable law.~~

Section 3. Personal Leave:

Subd. 1. Employees will be granted three (3) personal days a year. Employees who work twelve (12) months will receive one (1) additional personal day. Employees who work twelve (12) or more days in the summer will earn additional personal time. Additional personal time will be awarded equal to one day using the average daily hours worked in the summer. Summer personal leave time will carry into the following school year. Employees who carry over sixty-one (61) days or more of sick leave into the following year, will receive one (1) additional personal day. An additional personal day (1) per year will be granted to all at the beginning of their twentieth (20) year, or more of service to the Monticello School District. Employees hired after September 30 will have personal leave prorated for that school year.

~~Subd.1. Days Granted and Use:~~

~~The employee may be granted leave at the discretion of the School District of no more than two (2) days per year, non-accumulative, for matters of an unusual nature that can be handled only when the employee is scheduled for duty. Up to a maximum of two (2) unused personal leave days at the end of the school year will be carried over to the following year.~~

Subd. 2. All personal days will be granted upon request, but no reason for the leave has to be given.

~~Subd.2. Example uses:~~

~~Deaths, funerals, court appearances, and estate settlements are examples of situations where this leave may be granted by the District.~~

Subd. 3. Requests for personal leave must be made in writing to the respective site administrator at least three (3) days in advance, except in the event of unforeseen circumstances.

~~Subd.3. Request Process:~~

~~Requests for personal leave must be made in the authorized application at least twenty-four (24) hours in advance, except in the event of emergencies. The request shall state the reason for the proposed leave. The District reserves the right to refuse to grant such leave if, under the circumstances involved, the District determines that such leave should not be granted.~~

Subd. 4. Employees with unused personal days left at the end of the year may elect to carry over up to three (3) personal days to the following year by notifying the District Office by June 1st. If the District does not receive this request, three (3) days will automatically be carried over and the employees will receive payment at the employees' daily rate for any unused days. Payment will be received on the July 15 payroll. Employees that resign from their position will not qualify for reimbursement of unused personal days that remain in their account at the end of a school year.

~~Subd. 4. Additional Personal Day:~~

~~An employee that carries over sixty-one (61) or more days of accrued, unused sick leave into the following work year will receive an additional personal day.~~

~~Subd. 5. Employees who are terminated by the District according to the Master Agreement Discipline Article will not qualify for reimbursement of unused personal days that remain in their account at the end of a school year.~~

Section 5. Professional Leave:

Subd.1. Employees may be allowed to attend trainings of a professional nature. Such attendance must be cleared in advance with their site administrator. Expenses incurred are not necessarily a school responsibility.

Subd. 2. Employees will receive at least one (1) professional development day prior to the start of school for planning.

Subd. 3. Employees will receive CPR/First Aid training during their work day or will be paid their hourly rate if the training occurs outside of their work day.

Subd. 4. The District will pay a stipend of \$500.00 for completion of a three-credit course each year the employees chooses to participate in continuing education. This is a voluntary professional development option for employees.. Courses of less than three semester credits would earn a reduced stipend as follows: two semester credit courses will be eligible for a \$300.00 stipend, a one semester credit course will be eligible for a \$150.00 stipend. Stipends for all other classes would be prorated based on \$500 for three semester credits. Any course offered through a university or technical school that is relevant to an employee's position would qualify. Credits must be pre-approved by the Human Resource department and decisions are not grievable.. Stipends will be paid upon a transcript of course completion with a letter grade of C or higher.

Section 6 4. ~~Jury Duty Leave~~/Subpoena Leave:

~~Subd. 1. A leave of absence for jury duty shall be granted to employees who are summoned to serve in such capacity. Such leave of absence shall not be deducted from the employee's sick leave.~~

~~Subd. 2. Employees serving on jury duty shall be paid their full salary. Compensation received for jury duty shall be remitted to the School District, except that the employee shall retain any mileage, meal, parking and/or room allowance paid by the court.~~

Subd. 3. Subd. 3: Employees subpoenaed to provide testimony or information related to their employment, based on their District position(s) to any agency, commission, board, legislative committee, arbitrator, or court shall be provided leave with pay for each day or part thereof on which the employee is required to be absent or compensation at the daily rate of pay if it is a non-work day. This section shall not apply to when an employee brings a claim against the District. The employee shall notify the Superintendent in writing of the date(s) pending absence as soon as possible after receipt of the subpoena, but in no event later than one week prior to the date(s) of absence. The employee shall reimburse the District any remuneration that may be received by the employee up to the amount of per diem salary for each day of leave for providing testimony or information.

~~An employee who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the District. Mileage will be reimbursed for any required travel for jury duty.~~

Section 6. Jury Duty: Employees shall be paid their regular pay when required to report for jury duty. Any additional compensation awarded the employee by the court shall be signed over to the school district. The school district will reimburse mileage for travel required for jury duty.

~~Section 8-5. Child Care Leave:~~

~~Subd. 1. Use:~~

~~A child care leave may be granted by the School District, subject to the provisions of this section, to one (1) parent of an infant child, provided such parent is caring for the child on a full-time basis.~~

~~Subd. 2. Request:~~

~~An employee making an application for child care leave shall inform the Superintendent or designee in writing of their intention to take the leave at least three (3) calendar months before commencement of the intended leave. In rare cases, when an employee may wish to revoke the request for child care leave, the Superintendent will use their discretion in making a determination to work with the employees to return to their assignment.~~

~~Subd. 3. Medical Statement:~~

~~If the reason for the child care leave is occasioned by pregnancy, an employee may utilize sick leave pursuant to the sick leave provisions of this Agreement during a period of physical disability. However, an employee shall not be eligible for sick leave during a period of time covered by a child care leave. A pregnant~~

~~employee will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.~~

~~An employee will provide, at the time of the leave application, a statement from the attending physician indicating the expected date of delivery. A statement of adoption will be required for an adoption.~~

Subd. 4. ~~Date of Leave:~~

~~The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year; i.e., winter vacation, spring vacation, semester break or quarter break, end of the school year, end of a grading period, or the like similar. The availability of a substitute employee may also be considered by the School District in the granting of a child care leave or the duration thereof.~~

Subd. 5. ~~Duration:~~

~~In making a determination concerning the commencement and duration of a child care leave, the School District shall not, in any event, be required to:~~

- ~~1. Grant any leave more than twelve (12) months in duration; and/or~~
- ~~2. Permit the employees to return to their employment prior to the date designated in the request for child care leave.~~

Subd. 6. ~~Reinstatement:~~

~~Employees returning from child care leave shall be reemployed reinstated in a B1 position the employee is qualified for unless previously discharged or placed on an unrequested leave.~~

Subd. 7. ~~Failure to Return:~~

~~Failure of an employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the employees mutually agree, in writing, to an extension in the leave.~~

~~Subd. 8. The parties agree that the applicable periods of probation are intended to be periods of actual service enabling the School District to have an opportunity to evaluate an employee's performance. The parties agree, therefore, that periods of time for which an employee is on child care leave shall not be counted in determining the completion of the probationary period.~~

~~Subd. 8. Salary and Fringe Benefits:~~

~~Leave under this section shall be without pay or fringe benefits.~~

~~Subd. 9. Employees who return from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. Employees shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.~~

~~Subd. 10. Employees on child care leave other than FMLA leave, are eligible to participate in School District group insurance programs as provided to them before the commencement of the leave. Employees with a sufficient combination of sick and personal days available throughout the period of the approved child care leave employees will have group insurances paid for by the School District at the rate agreed upon within the Master Agreement throughout the leave period granted. Employees with an insufficient combination of sick and personal days available for the period of the requested child care leave will pay health and dental insurance at their daily rate of (times the days approved without sick or personal leave) of the premium for the uncovered child care leave per day. Any amount due will be deducted equally from the remaining paychecks for that year.~~

~~Subd. 11. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the District pursuant to this section.~~

~~Subd. 12. Employees on such leave shall notify the School District in writing no later than February 1st of their intent to return to their duties at the beginning of the next school term. Failure to notify the School District by February 1st will be considered a resignation from their position.~~

~~Subd. 13. Adoption Leave: The School District shall grant an adoption leave to any employees who makes a written application for such leave. Adoption leave benefits shall apply to both married and unmarried employees regardless of gender. Upon proof with written verification from a valid adoption agency and learning of the date of home placement, the employees shall submit a written application for adoption leave to the School Board, including commencement date and return date. Staff will also be required to provide official documentation of pre-adoptive meetings from the appropriate agency or organization and in these instances will be granted the appropriate sick leave hours used. Adoption leave will commence on the date of home placement or two (2) calendar weeks before commencement of home placement and may be for a period of up to one (1) year. A combined maximum of six (6) calendar weeks of accumulated sick leave may be utilized by an employee for the adoption of the child(ren), provided the leave is used preceding and or immediately following the placement of the child(ren). The staff member may only use two (2) weeks of their accumulated sick leave prior to the placement of the child(ren). If both parents are employed by the School District, they may use a combined total of up to six (6) calendar weeks leave.~~

~~Subd. 14. Paternity Leave: Employees may use up to ten (10) working days for paternity leave (paid sick hours) for the birth of a child if the sick leave is available. Sick leave used for a hospital stay prior to the birth of the child is not counted towards the ten (10) days of paternity leave. Employees may take this leave for the care of the child during the first (1st) year after birth.~~

Section 9 6. Worker's Compensation:

~~Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury incurred in the service of the School District under the provisions of the Worker's Compensation Act, the School District will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual sick leave.~~

Subd. 1. Pursuant to Minn. Stat. Chapter 176, an employee injured on the job in the service of the District and collecting workers' compensation insurance may draw sick leave and receive full salary from the District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Subd. 1a. Up to three (3) days of paid leave, not to be deducted from any accumulated leave allowance, may be used by an employee for any necessary absence due to an assault which causes injury (physical or emotional) in connection with the performance of the employee's regular work duties as approved by a licensed medical provider. Any additional leave required after the first three (3) days will be covered under the District's Workers' Compensation policy, according to the State of Minnesota Workers Compensation laws. If the assault does not qualify under the District's Workers' Compensation Policy, any additional leave will be taken from the employee's sick leave. The District will require a medical certificate from a licensed medical provider for this leave.

~~Subd. 2. A deduction shall be made from the employee's sick leave accrual time according to the pro rata portions of days of sick leave which is used to supplement Worker's Compensation.~~

~~Subd. 3. Such payment shall be paid by the School District to the employee only during the period of disability.~~

~~Subd. 4. In no event shall the additional compensation paid to the employee by virtue of sick leave pay result in the payment of a total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.~~

~~Subd. 5. An employee who is absent from work as a result of an injury compensable under the Worker's Compensation Act who elects to receive sick leave pursuant to this policy shall submit their Worker's Compensation check, endorsed to the School District, prior to receiving payment from the School District for this absence.~~

Section 5. Liability Insurance:

The School District will pay the total cost of School District liability insurance for Behavior Interventionists.

Section 6. Long Term Disability:

The selection of the insurance carrier and policy shall be made by the School District as provided by law.

The School District shall contribute a sum of up to \$140.00 for each school year toward the premium for coverage for each full-time Behavior Interventionist employed by the School District who qualifies for and is enrolled in the School District group long term disability plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Claims against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 7. Retiree Benefit:

Behavior Interventionists shall be eligible for an HRA beginning in year eleven (11) of service. Beginning in year eleven (11), \$2,500 will be deposited annually (July 15 of the following year) into an HRA account. HRA contributions will be prorated on actual service, if service is less than one contract year.

Section 10. Long Term Leave of Absence:

The School District may grant a leave of absence for up to eighteen (18) months to employees upon the recommendation of the Superintendent.. Final decision in granting such leave of absence will rest solely with the School District and is not subject to the Grievance Procedure. All requests for long term leaves of absence should be submitted in writing and shall include the following:

1. Reason for such request.
- 2.. The dates of the leave.

Employees on a leave of absence without pay will not earn a position on the salary schedule or accumulate sick leave and other benefits. If the employee wishes to participate in the group insurance programs, 100% of the premiums will be paid in advance each month by the employee if permitted under the policy provisions.

An employee on a year long leave of absence must signify in writing before February 1st, their intent to return to their duties at the opening of the next school term. Failure to signify such intent will cancel leave of absence and the employee shall forfeit any right or claims to their former position. Failure to notify the School District by February 1st will be considered a resignation from their position.

Upon returning from leave, an employee shall be placed at the same or like position, maintain their seniority and shall be placed on a salary pursuant

to the salary schedule and shall maintain the same fringe benefits when the leave commenced unless otherwise determined by the School District.

Section 11. E-Learning Days:

On E-Learning Days employees must be allowed to work from home to the extent practicable. Employees will work with their site administrator to determine duties on E-Learning Days.

Section 12: School Closures:

Employees will be paid their full wages for scheduled work hours and benefits for full or partial day closures, if the district counts that day as an instructional day for any students in the district. In the event schools are closed due to a snowstorm or other emergency, employees will suffer no loss of pay for the fourth occurrence of the school year, or if school is called by the Governor but the District has the right to require employees report.

Basic Schedules and Rates of Pay

Section 1. Basic Compensation:

Subd. 1. The hourly rate for the 2024-2025 contract year shall be in accordance with Schedule A.

Subd. 2. The hourly rate for the 2025-2026 School year shall be in accordance with Schedule B.

Section 2. Hours of Service: Behavior Interventionists will work:

- A minimum of (173) one-hundred-seventy-three days, Monday-Friday
- (9) Nine holidays (10) ten holidays- if work over Juneteenth)
- (2) two training days and (1) one workshop day (at the BIs regular number of hours)
- Conferences-as appropriate (general education and special education)
- (½) one-half hour per week to attend meetings at administrator discretion (time can be combined)
- (15) fifteen minutes a day for data recordings, emails, prep, calls., etc.

Section 3. Paid Lunch: Behavior interventionists working more than 6 hours per day will have a half hour paid lunch each day.

Section 2. Holidays - The following holidays will be paid: Thanksgiving Day, Day after Thanksgiving, **Christmas Eve**, Christmas Day, New Year's Day, Presidents' Day, Good Friday, Memorial Day and Labor Day. Employees who are scheduled to work the week of Juneteenth will receive Juneteenth as a Holiday.

Change in Worksite During the School Year: Employees whose worksite changes will receive a (5) five work day notice.

Employment Notification: Employees shall receive written notice of employment status for the following school year, including tentative assignments by May 30th, with a final assignment notice by August 15th of each school year. (Tentative assignments are subject to change based on the needs of students, staff or other factors at the discretion of the district leadership.)

Miscellaneous Provisions:

Cell Phones: Employees will be reimbursed fifteen (15) dollars each month for cell phone use during their work day. Employees will submit annually a cell phone bill.

Personal Property Damage: The District will pay up to \$300 per incident up to \$1,500 per year for replacement of eye glasses, clothing, shoes, watches, contacts, or hearing aids, etc. of the employee that are broken or damaged by a student or an occupational incident when the employee is fulfilling the duties of their position. The incident must be reported at the time of the occurrence to the employee's supervisor, and the employee must complete an incident report documenting all processes and procedures were followed. Only items required for work will be reimbursed. Compensation above and beyond this amount may be applied at the Executive Director's discretion.

Covering For an Absent Teacher: Employees who have a teaching license and agree to cover for an absent teacher will receive an additional \$3.00/per hour.

Reduction in Hours During School Year: Employees whose positions are reduced during the school year will not be reduced below the level to receive benefits.

Trained Substitutes: Trained substitute employees who substitute for a Behavior Interventionist will be compensated at a rate higher than a substitute para rate.

GROUP INSURANCES

Subd. 2a. Health and Hospitalization Insurance: The School District shall contribute the sum for family and/or single hospitalization coverage equal to the certified personnel of District #882 for each full time employee who qualifies for and is enrolled in the School District group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 2b. Health Savings: For employees that participate in the HSA plan, the District contribution-will be as follows:

Single Policy \$1,015 per year

Family Policy \$2,000 per year

Subd. 3. Claims against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Subd. 5. Employed spouses: When both spouses are employed full-time by the School District, one (1) family coverage or two (2) single policies will be paid in full by the School District. The selection of family or two (2) single policies will be at the discretion of the employee.

Section 3. Life Insurance:

A \$50,000 Group Life Insurance plan shall be provided to the Behavior Interventionist.

Section 4. Dental Insurance:

The selection of the insurance carrier and policy shall be made by the School District as provided by law.

The School District shall contribute the sum for single dental coverage equal to the certified faculty of District #882 for the Behavior Interventionist employed by the School District who qualifies for and is enrolled in the group dental plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claims shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Salary Schedule A: 2024-2025

Step 1	27.64
Step 2	28.47
Step 3	29.32
Step 4	30.20

Salary Schedule B: 2025-2026

Step 1	28.47
Step 2	29.32
Step 3	30.20
Step 4	31.11

Longevity Pay:

5-9 years	.75/hour
10-14 years	1.50/hour
15-19 years	2.25/hour
20 + years	3.00/hour

Employees who work in setting IV will receive an additional \$1.50/hour for the hours they work in setting IV.

ISD 882 Monticello

BI's

Rates

Proposal#1

Union

10/30/24

WAGES - 2023-24

BI	Hourly	
Step 1	\$26.84	
Step 2	\$26.84	
Step 3	\$26.84	
Step 4	\$26.84	
Longevity	Hourly	
At 10 yrs	\$0.45	
At 20 yrs	\$0.55	
At 30 yrs	\$0.65	
None	\$0.00	
	Hourly	
None	\$0.00	
	\$0.00	
	\$0.00	
None	\$0.00	

WAGES - 2024-25

BI	Hourly	
Step 1	\$27.64	2.98%
Step 2	\$28.47	6.07%
Step 3	\$29.32	9.23%
Step 4	\$30.20	12.51%
Longevity	Annual	
At 5-9 yrs	\$0.75	66.7%
At 10-14 yrs	\$1.50	172.7%
At 15-19 yrs	\$2.25	246.2%
At 20 yrs	\$3.00	#DIV/0!
None	\$0.00	
	Hourly	
	\$0.00	#DIV/0!
	\$0.00	#DIV/0!
	\$0.00	#DIV/0!
None	\$0.00	0.0%

WAGES - 2025-26

BI	Hourly	
Step 1	\$28.47	3.00%
Step 2	\$29.32	3.00%
Step 3	\$30.20	3.00%
Step 4	\$31.11	3.00%
Longevity	Annual	
At 5-9 yrs	\$0.75	0.0%
At 10-14 yrs	\$1.50	0.0%
At 15-19 yrs	\$2.25	0.0%
At 20 yrs	\$3.00	0.0%
None	\$0.00	
	Hourly	
	\$0.00	#DIV/0!
	\$0.00	#DIV/0!
	\$0.00	#DIV/0!
None	\$0.00	0.0%
	MSBA	29.58%

ISD 882 Monticello
BI's

Proposal#1
Union

10/30/24

BENEFITS - 2023-24				BENEFITS - 2024-25				BENEFITS - 2025-26			
Health Ins - per yr				Health Ins - per yr				Health Ins - per yr			
Indv	\$11,421.36			Indv	\$11,700.00	\$ Change	% Change	Indv	\$13,224.00	\$ Change	% Change
Dep	\$22,836.00			Dep	\$25,656.00	\$278.64	2.44%	Dep	\$28,992.00	\$1,524.00	13.03%
None	\$0.00			None	\$0.00	\$2,820.00	12.35%	None	\$0.00	\$3,336.00	13.00%
						\$2,138/mo				\$2,416/mo	
						\$975/mo				\$1,102/mo	
Indv Cost	\$11,421.36			Indv Cost	\$12,178.20	96.07%		Indv Cost	\$13,761.37	96.10%	13%
Dep Cost	\$28,428.12			Dep Cost	\$30,355.20	84.52%		Dep Cost	\$34,301.38	84.52%	13%
Dental Ins - per yr				Dental Ins - per yr				Dental Ins - per yr			
Indv	\$528.00			Indv	\$543.84	\$ Change	% Change	Indv	\$560.16	\$ Change	% Change
Dep	\$1,080.00			Dep	\$1,080.00	\$15.84	3.00%	Dep	\$1,080.00	\$16.32	3.00%
None	\$0.00			None	\$0.00	\$0.00	0.00%	None	\$0.00	\$0.00	0.00%
Indv Cost	\$528.00			Indv Cost	\$543.84	% Inc	% Cover	Indv Cost	\$560.16	% Inc	% Cover
Dep Cost	\$1,428.00			Dep Cost	\$1,470.84	3.00%	100.00%	Dep Cost	\$1,514.97	3.00%	100.00%
Life - per yr \$50,000				Life - per yr \$50,000				Life - per yr \$50,000			
30 hrs	\$54.00			30 hrs	\$54.00	\$0.00	0.00%	30 hrs	\$54.00	\$0.00	0.00%
None	\$0.00			None	\$0.00			None	\$0.00		
LTD - per yr				LTD - per yr				LTD - per yr			
30 hrs	\$140.00			30 hrs	\$140.00	\$0.00	0.00%	30 hrs	\$140.00	\$0.00	0.00%
None	\$0.00			None	\$0.00			None	\$0.00		
PERA	1/1/2015	7.50%		PERA	1/1/2015	7.50%		PERA	1/1/2015	7.50%	

10/30/2024

B1's

Proposal #1

2024-2026

Union

Proposal Summary:

Matrix Summary					
	Base Year	Year 1	Year 1 - % Change from Base	Year 2 - % Change from Year 1	
				Year 1 & Year 2 \$ Total	
Salary	805,825.22	963,563.29	19.57%	1,022,460.58	1,986,023.87
Health Ins	319,730.88	350,160.00	9.52%	395,712.00	745,872.00
Dental Ins	13,416.00	13,526.88	0.83%	13,641.09	27,167.97
HRA	7,500.00	10,000.00	33.33%	10,000.00	20,000.00
Life Ins	1,242.00	1,242.00	0.00%	1,242.00	2,484.00
LTD	3,220.00	3,220.00	0.00%	3,220.00	6,440.00
403b Match	7,345.32	9,755.54	32.81%	11,092.24	20,847.77
Worker's Compensation	2,336.89	3,661.54	56.68%	4,089.84	7,751.38
PERA	60,436.89	72,267.25	19.57%	76,684.54	148,951.79
FICA	61,645.63	73,712.59	19.57%	78,218.23	151,930.83
Total Benefits	476,873.61	537,545.79	12.72%	593,899.95	1,131,445.74
Cell phone		3,277.50		3,277.50	6,555.00
Summer UI				131,261.87	131,261.87
Personal Property		34,500.00		34,500.00	69,000.00
Total Salary & Benefit	1,282,698.83	1,538,886.58	19.97%	1,785,399.89	3,324,286.47

Year 1 & Year 2	MSBA
Double Base Yr	3,324,286.47
Difference	2,565,397.66
Double Base Yr	758,888.81
MSBA Percentage	2,565,397.66
Original Percentage Calc	29.58%
	35.99%