

October 30, 2024

2024-26 BI Negotiations

Key:

Additions: blue / bold / italics / underlined

Deletions: blue / strikethrough

## Tentative Agreements as of October 30 2024

1.

### 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.

## District Response to Union Proposals of September 16 2024

### ARTICLE X

#### Discipline

Section 1. *Discipline*: All discipline shall be ~~subject to the grievance procedure. All discipline administered generally shall have remediation as a goal, when possible, based on the relative seriousness of the matter. An employee may not be disciplined without just cause. Due process must be provided. When necessary to correct behavior the administration shall first use informal discussions with the employee and/or a non-disciplinary "Letter of Improvement/Directive". Site administrators will promptly notify employees of complaints or concerns from parents or staff members unless the District determines that a more extensive investigation is necessary. Discipline shall be administered in a private and confidential manner that will not~~

~~embarrass the employee before other employees, students, or the public *in accordance with School District Policy 403 ("Discipline, Suspension, and Dismissal of School District Employees")*.~~

~~Section 2. *Progressive Discipline*: An employee generally shall be disciplined in the following manner, consistent with the principle of progressive discipline: (All discipline documents will clearly note that they are disciplinary. I.e. Discipline: Oral Warning)~~

- ~~1. Oral Reprimand~~
- ~~2. Written reprimand~~
- ~~3. Suspension with or without pay~~
- ~~4. Termination~~

~~Subd. 1. *Oral Reprimand*: An oral reprimand shall normally be given to an employee as the first step of progressive discipline. Before an oral reprimand is placed in an employee's file, a copy will be given to the employee.~~

~~Subd. 2. *Written Reprimand*: A written reprimand shall be placed in the employee's personnel file. Before a written reprimand is placed in an employee's file, a copy will be given to the employee.~~

~~Subd. 3. *Suspension With or Without Pay*: The suspension shall take effect upon notification by the Superintendent to the employee along with the reason for the suspension. Salary withholding for suspension without pay shall not take place until acquiescence of the employee or after all administrative remedies, including arbitration, have been exhausted.~~

~~Subd. 4. *Length of Suspension*: In any and all cases, suspension without pay will not exceed two (2) days per incident.~~

## **ARTICLE XI**

### **Postings, Seniority and Unrequested Leave of Absence (ULA)**

~~Section 1. *Postings*: Open and new employee positions will be posted for a period of five (5) work days. Any current staff member may apply for a transfer during the five (5) work day period, by submitting a letter of interest. Internal applicants will be considered and communicated with before interviews take place. After a formal review of the candidates, a final hiring decision will be made by Administration.~~

~~Section 2. *Establishment of Seniority List: (create list together)*~~

~~Subd.1. Preparation: By November 1st, the School District shall cause a seniority list (by name, first date of service/hire date and number of hours discuss together. A draft seniority list shall be prepared by the school district, posted and emailed to all employees. Employees will be notified when such posting has taken place.~~

~~Subd.2 Request for Change: Any person whose name appears on such list and who may disagree with the findings of the school District and the order of seniority in said list shall have ten (10) work days from the date of posting to supply written documentation, proof and request for seniority change to the School District.~~

~~Subd.3. Final List: Within ten (10) work days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the District deems warranted. A final seniority list shall be prepared by the School District, posted and emailed to all employees, which list as revised shall be binding on the School District and the employee. Each year thereafter the School District shall cause such a seniority list to be updated to reflect any additions or deletions. Such yearly revised list shall govern the application of the unrequested leave of absence policy until thereafter revised.~~

### ~~Section 3. Unrequested Leave of Absence (ULA).~~

~~Subd. 1. Purpose: The purpose of this article is to outline the provisions for the required plan for placing employees on ULA because of discontinuance of position, lack of pupils, financial limitations, merger of classes caused by consolidation of district, or separation of district(s) from the SNW Coop.~~

~~Subd. 2. Definitions: For the purpose of this article, the terms defined shall have the meanings respectively ascribed to them.~~

~~A. Employee: Employee shall mean those members of the unit as defined by PELRA and this agreement.~~

~~B. Seniority: Seniority applies only to non-probationary employees commencing with the first day of service under the Master Agreement in the school district.~~

Subd. 3. Unrequested Leaves of Absence (ULA) Processes:

No employee shall be placed on unrequested leave if there is a probationary employee or any other employee with less seniority.

A. Terms: The School Board may place on unrequested leave of absence (ULA) for a period not exceeding two (2) years from the time such leave is commenced, without pay or fringe benefits, as may be necessary because of discontinuance of position, lack of pupils, financial limitations, merger of classes, or separation of district(s) from the SNW Coop. After two (2) years, the right to reinstatement shall terminate; the employee's right to reinstatement shall also terminate if the employee fails to file with the Superintendent, or designee, by February 1 of each year, a written statement requesting reinstatement. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed between the employee and the School Board.

B. Notice: Employees placed on such leave shall receive official Board notice stating specific reasons for such actions by May 10th of the school year prior to the commencement of such leave, subject to a hearing. Unofficial notice may be given by the administration to assist employees with the transition.

C. Placement: An employee who is non-probationary must not be placed on unrequested leave of absence (ULA) while probationary employees are retained. Non-probationary employees shall be placed on unrequested leave of absence in the inverse order of seniority.

D. Tie-Breaker: In the event of a staff reduction action affecting employees whose first date of actual service commenced on the same date, and have equal seniority, the selection of the employee for purposes of discontinuance shall be based upon the following criteria in the order listed until the tie is broken. Criteria:

- a. Years of experience within the behavioral/education field
- b. PERA number

E. Years of Service: Any employee placed on such leave may be eligible for

~~unemployment compensation if otherwise eligible under the law for such compensation and such leave will not result in a loss of credit for years of service in the district earned prior to the commencement of such leave.~~

Subd. G. Reinstatement

~~A. Process: No new employee, shall be employed by the School District while any employee is on unrequested leave of absence. Employees placed on unrequested leave of absence shall be reinstated to the position from which they have been given leave, or any other available position in the School District as such positions become available. The order of reinstatement shall be in inverse order in which employees were placed on ULA. Least senior and closest number of hours. Part-time employees may not bump Full-time employees regardless of seniority. If an employee accepts a position with less hours, they retain their rights to their previous hours. Employees may choose to accept a position or an ULA.~~

~~B. Notices: When placed on unrequested leave, an employee shall file their name and address with the School District personnel office to which any notice of reinstatement or availability of position shall be mailed. Employees may also opt to receive phone calls or texts to receive notice of openings.~~

~~Proof of service by registered mail with receipt, or evidence of an electronic record requested by the person in the School District depositing such notice to the employee at the last known address shall be sufficient and it shall be the responsibility of any employee on unrequested leave to provide for forwarding mail or for address change. Failure of notice to reach an employee shall not be the responsibility of the School District if any notice has been mailed as provided herein.~~

~~C. Acceptance of Reemployment: If a position becomes available for an employee on unrequested leave, the School District shall mail the notice, email and/or text the employee who shall have fourteen (14) days from the postmarked date of such notice to accept the~~

~~re-employment. Failure to reply in writing within such fourteen (14) day period shall constitute a waiver on the part of any employee to any further rights of employment or reinstatement and shall forfeit any future reinstatement or employment right.~~

~~D. Reinstatement Rights: Reinstatement rights shall automatically cease two (2) years from the date unrequested leave was commenced and no further rights to reinstatement shall exist unless extended by written mutual consent with each employee.~~

## **ARTICLE XII**

### **Approved Mileage**

~~Section 1. Mileage Rate: All approved mileage shall be at the rate allowed by the Internal Revenue Service for business deductions. *The rate of reimbursement per mile, as determined by policy established by the School Board, shall be paid for the pre-approved use of personal vehicles for School District business.*~~

~~Subd. 1. When an employee travels as part of their job duties, including intra-district travel, or for professional development (from your assigned work site to the location of the professional development and back), it is the employee's responsibility to make accurate calculations regarding mileage between the places of work where they are traveling.~~

## **ARTICLE XIV**

### **Publication of Contract**

~~Section 1. Copies: This contract will be made available via the School District "intranet" within thirty (30) days after the contract is signed. Any employee wishing to have a paper copy of the contract may request one from the District Office and the contract will be printed at the expense of the School District. Further, the school District shall furnish ten (10) copies of the Master Contract to the Exclusive Representative for its use.~~

## **ARTICLE XX**

### **Grievance Procedure**

Definitions:

Grievance. ~~"Grievance" means a dispute or disagreement as to the interpretation or application of any term or terms of any contract required under Minnesota Statutes 179A.20, subd. 3.~~

Days. ~~"Days" means calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota Statutes.~~

Computation of Time. ~~In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.~~

Service. ~~"Service" means personal service, email, or by certified mail.~~

Reduced to Writing. ~~"Reduced to Writing" means a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested.~~

Answer. ~~"Answer" means a concise response outlining the employer's position on the grievance.~~

EMM-BI. ~~"EMM-BI" means Education Minnesota—Monticello, as the exclusive representative of Behavior Interventionist employed by the School District.~~

Step I:

~~Whenever the exclusive rep has a grievance, it shall meet with the site administrator in an attempt to resolve the grievance within twenty (20) days after the grievance occurred or twenty (20) days after any employee who is the subject of the grievance, through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. If the grievance is not resolved within fifteen (15) days of the first meeting, the grievance may be reduced to writing by the exclusive representative and served upon the superintendent (see Step II). Service must be made within fifteen (15) days of the first meeting with the site administrator.~~

Step II:

~~The superintendent shall meet with the exclusive representative within seven~~

~~(7) days after receipt of the written grievance. The parties shall endeavor to mutually resolve the grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. If no agreement is reached within fifteen (15) days of the first Step II meeting, the exclusive representative, if the exclusive rep elects to proceed with the grievance, it must proceed with Step III by serving a written notification on the superintendent. The written notification shall contain a concise statement indicating the intention of the party to proceed with the grievance, an outline of the grievance, the provision(s) of the contract in dispute, and the relief requested.~~

#### Step III:

~~A committee of the School Board shall meet with the designated official of the exclusive representative within ten (10) days after receiving notice of intention to proceed with the grievance pursuant to Step II. If the resolution of the grievance results, the parties shall reduce the resolution to writing and sign the agreement outlining the resolution as provided in Step II. If the parties are unable to reach agreement within ten (10) days after the first Step III meeting, the School District will serve its answer denying the grievance within (15) days of the Step III meeting. The exclusive rep must proceed with its written notice of their intention to proceed with arbitration within ten (10) days after receipt of the School District's written Step III answer.~~

#### Step IV:

~~The employer and the employee representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the employer and the employee representative are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of arbitrators. The list maintained by the Director of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of arbitrators provided by the Bureau until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. Each party shall be responsible for equally compensating the arbitrator for their fee and necessary expenses.~~

~~The arbitrator shall not have the power to add, to subtract from, or to modify in any way the terms of the existing contract.~~

~~The decision of the arbitrator shall be final and binding on all parties to the~~



~~dispute, subject to the rights of the parties to seek judicial review of an arbitration award as provided by law. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.~~

~~Processing of all grievances shall be during the normal workday whenever possible, and employees shall not lose wages due to their necessary participation. For purposes of this paragraph, employees entitled to wages during their necessary participation in a grievance proceeding are as follows:~~

- ~~a. The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or~~
- ~~b. If the number of persons participating on behalf of the public employer is less than three (3), three (3) employees may still participate in the proceedings without loss of wages.~~

~~The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits may result in a forfeit of the grievance, or, in the case of the employer, require mandatory alleviation of the grievance as outlined in the last statement by the exclusive representative or employee.~~

~~The provisions of this grievance procedure shall be severable, and if any provision or paragraph thereof or application of any such provision or paragraph under any circumstance is held invalid, it shall not affect any other provision or paragraph of this grievance procedure or the application of any provision or paragraph thereof under different circumstances.~~

**Section 1. Grievance Definition:**

**A "grievance" shall mean an allegation by the exclusive representative resulting in a dispute or disagreement between the exclusive representative and the School Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.**

**Section 2. Representative:**

**The exclusive representative, administrator, or School Board may be represented during any step of the procedure by a person or agent designated by such party to act on their behalf.**

**Section 3. Definitions and Interpretation:**

**Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement.**

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

Subd. 4. 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 within the time period.

Section 4. Time Limitation and Waiver:

Grievance shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time period's hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the exclusive representative and the School Board's designee.

Section 5. Adjustments of Grievance:

The School Board and the exclusive representative shall attempt to adjust all grievances, which may arise during the course of employment of any employee within the School District in the following manner:

Subd. 1. Level I. If the grievance is not resolved through informal discussions, the School Board designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II. In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III. In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review:

The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notify the parties of its intention to review within ten days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance:

Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the exclusive representative may appeal it to the next level.

Section 8. Arbitration Procedures:

In the event that the exclusive representative and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein.

Subd. 1. No grievance shall be considered by the arbitrator unless the grievance has first progressed through the grievance levels identified in Section 5 above, or unless the parties have mutually agreed to an expedited arbitration whereby one or more of the grievance levels has been bypassed in favor of expedited arbitration.

Subd. 2. Selection of Arbitrator: A request to submit a grievance to arbitration and to obtain a list of arbitrators from the Bureau of Mediation Services (BMS) must be made to the BMS in writing (carbon copy to the office of the ISD 882 Superintendent) within ten (10) days following the decisions in Level III of the grievance procedure. Upon receipt of the randomly selected list of arbitrators from the BMS, the parties shall attempt to agree upon an arbitrator. If no agreement can be reached, the arbitrator will be selected by the parties alternately striking arbitrators from the list until one is selected. A draw of lots will determine which party strikes first.

Subd. 3. Submission of Grievance Information: After the arbitrator has been selected, the parties and the arbitrator will select a mutually convenient date for the arbitration hearing. No less than five (5) days before the arbitration hearing the parties shall

exchange and provide the arbitrator with a submission which shall include the following:

- a) The issue involved;
- b) A statement of the facts;
- c) The position of the grievant; and
- d) The written documents relating to Section 5, Article X, of the grievance procedure. (The written grievance form, appeal letters and grievance Level I, II and III decisions.)

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties subject, however, to the limitations of arbitration decisions as provided by in the PELRA.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party and at the expense of the requesting party. If the opposing party desires a copy of the transcript or recording, and is willing to share equally in the expense, a copy will be provided to the opposing party. The parties shall share equally fees and expenses of the arbitrator and any other expenses, which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. Jurisdiction: The Arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement nor shall an arbitrator have jurisdiction over any grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall 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, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public School Boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

**ARTICLE XXI**  
**Duration**

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing upon the date of its execution through June 30, 2026 and thereafter until modifications are made pursuant to ~~the~~ PELRA. In the event a successor agreement is not entered into prior to ~~the commencement of school in~~ July 1, 2026 an employee shall be compensated according to the last contract executed between the employee and the School District until such time that a successor agreement is executed. If the exclusive representative desires to modify or amend this Agreement commencing July 1, 2026, it shall give written notice of such intent no later than May 1, 2026. If such notice is not served, the School District shall not be required to negotiate any terms of employment for the following school year. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative representing the Behavior Interventionist of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rule and regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.