

11/20/24

EMBI Counter to

November 6, 2024

2024-26 BI Negotiations

Key:

Highlight-changed strike-through

Red-new language

Key:

Additions: blue / bold / italics / underlined

~~Deletions~~: blue / strikethrough

Education Monticello-Behavior Interventionist are concerned with some of the statements that the district has made in the following paragraph. EM-BI's have not rejected all proposals found in their current contracts. As has been identified, language has been proposed based on the EM-BIs contracts, other district contracts and language from other contracts to best meet the needs of staff and students. The district has continually responded with a response that this is not a mandatory subject of bargaining and only wants statute numbers listed in other parts. This does not provide employees with the information that they need to understand the contract. Throughout the negotiations process, the EM-BIs have addressed concerns with the district stating such comments as the union should explain the statute to employees, common risk to be in union, that contract is not a union-contract, union should be doing that, why have union. The contract is a binding document between the union and the district.

District Response to Union Proposal of October 30 2024

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

Note: At the onset of negotiations to establish the initial collective bargaining agreement for the Behavior Interventionist unit, the Union stated a desire to move as expeditiously as possible towards a resolution and agreement. The District wholeheartedly supports the idea of reaching a tentative agreement as soon as possible. To that end, the District has previously proposed to bring forward all terms and conditions from the BI's current individual contracts to form the foundational basis of the CBA while also negotiating in good faith on the remaining mandatory subjects of bargaining not addressed in the current individual contracts. However, the Union has rejected all proposals related to the specific language found in their current individual agreements. In addition, the Union has proposed contract language for (at least) twenty-two (22) items that are not mandatory subjects of bargaining. The District has repeatedly stated it

will not bargain away its inherent managerial rights in this initial collective bargaining agreement and will maintain this position moving forward. As well, the Union has proposed contract language for (at least) eight (8) items that are captured within current MN Statute / Federal law and do not require bargained language. The District has explained that it will follow the law and sees no reason to include statutory requirements in a collective bargaining agreement, given that there are countless labor and employment laws applicable to school district employment that are not being proposed by either the District or the Union for inclusion in the initial collective bargaining agreement.

2. -not agree

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.

3.

Article II: Recognition of Exclusive Representative -not agree

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.~~

4.

Article III: Definitions -not agree

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.

5.

Article III: Definitions -see BI Proposal -10/30/24

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.

10.-TA

Article III: Definitions

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

12.-see BI Proposal 10/30/24

Article IV: School District Rights

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.

13.

Article IV: School District Rights.-see BI Proposal 10/30/24

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

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.

15.

Article IV: School District Rights.-see BI Proposal 10/30/24

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.

16. ~~-not agree-statute~~

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.~~

18. **(This topic is addressed in Minn. Stat.; the District will follow the law)**-clarify

Article V: Behavior Interventionist Rights

(See District Proposals below)

19. **(This topic is not a mandatory subject of bargaining)**

Article V: Behavior Interventionist Rights

~~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, up to (4) four times a year.~~

21. **(This topic is not a mandatory subject of bargaining)**-clarify

Article V: Behavior Interventionist Rights

(See District Proposals below)

22. **(This topic is addressed in Minn. Stat.; the District will follow the law)**

Article V: Behavior Interventionist Rights-~~not agree~~

~~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.~~

23. **(This topic is addressed in Minn. Stat.; the District will follow the law)**

Article V: Behavior Interventionist Rights

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, once per year and if there is a change in the file. 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.

24.

Article VI: Basic Schedules and Rates of Pay

Section 1. Basic Compensation

Subd. 1. The hourly rate for the 2024-25 contract year shall be in accordance with Schedule A.

Subd. 2. The hourly rate for the 2025-26 School year shall be in accordance with Schedule B.

~~Subd. 3. The School Board reserves the right to withhold a salary increase in individual cases when it can be shown that a demonstrable deficiency in the performance of an individual employee necessitates such action.~~ not agree

Subd. 4. Salary increases shall be effective on July 1st of each contract year. Those employed prior to January 15th will qualify for a full second step. Those employed January 15th or later will qualify for a prorated raise. clarify pro-rated calculation

25. **(Some of these topics are not mandatory subjects of bargaining)-keep open**

~~Article VI: Basic Schedules and Rates of Pay~~

~~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.~~

26.

Article VI: Basic Schedules and Rates of Pay-counter

Article XII: Approved Mileage

Section 1 2. Mileage Rate Reimbursement: 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.~~

27. (This topic is not a mandatory subject of bargaining)

Article VI: Basic Schedules and Rates of Pay-~~withdraw~~-added to Personal Property Damage

~~Section 3. 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.~~

28. (This topic is not a mandatory subject of bargaining)

Article VI: Basic Schedules and Rates of Pay

Section 4. Personal Property Damage: The District will pay up to \$300 500 per incident up to \$1,500 per year for replacement of eye glasses, cell phones, 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.

29. (This topic is not a mandatory subject of bargaining)

Article VI: Basic Schedules and Rates of Pay-~~withdraw~~

~~Section 4. 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.~~

30. (This topic is not a mandatory subject of bargaining)-179a.03 subd. 14

Article VI: Basic Schedules and Rates of Pay

~~Section 5. Trained Substitutes: Trained substitute employees who substitute for a Behavior Interventionist will be compensated at a rate higher than a substitute para rate.~~

31. (This topic is not a mandatory subject of bargaining)

Article VI: Basic Schedules and Rates of Pay

Section 6. Differential: Employees who work in setting IV will receive an additional \$1.50-1.25 /hour for the hours they work in Setting IV.

32.

Article VII: Hours of Service-not agree

Section 1. Duty Year:

The duty year shall be as provided herein and the employee shall perform services on those legal holidays on which the School District is authorized to conduct school if the School Board

so determines. Employees will be on duty during an emergency, natural or unnatural, unless otherwise excused in accordance with School Board and administrative policy.

Subd 1. Daily Rate of Pay: For purposes of computing the employee's daily rate of pay, the number of days each year shall be at least all student contact days and eight (8) paid holidays. In addition, you are required to work up to twenty-four (24) additional hours per year as established by the School District. Any time worked during parent/teacher conferences will be paid at the hourly rate.

Section 2. Work Week: A basic work week shall consist of up to forty (40) hours, inclusive of lunch, for employees as established by the School District. -TA

Section 3. Paid Lunch: ~~Behavior interventionists~~ Employees working more than six (6) hours per day will have a half hour paid lunch each day during which time employees are available for emergency needs.-TA

Section ~~2~~ 4. Holidays:

The following holidays will be paid There shall be eight (8) paid holidays for all employees covered under this Agreement: 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, as a BI and BIs that work year-round will receive Juneteenth as a Holiday.

33. (This topic is not a mandatory subject of bargaining)

Article VII: Hours of Service

Section 5. Change in Worksite/Hours During the School Year:

Employees whose worksite or hours changes will receive a (5) five work day notice.

34. (This topic is not a mandatory subject of bargaining)-~~withdraw-package with 33~~

Article VII: Hours of Service

~~Section 6. 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.)~~

35. (This topic is not a mandatory subject of bargaining)-~~keep open~~

Article VII: Hours of Service

~~Section 7. 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.~~

36.

Article ~~IX~~ VIII: Leaves of Absence-~~checking on 12 month employee~~

- ~~agree to 10 days with a sick leave bank with a one time start up of 2 days, not included in the 10, put into sick leave bank~~

Section 1. Sick Leave:

Subd. 1. Employees shall earn paid sick leave at the rate of ~~fourteen (14)~~ ten (10) days annually. Employees hired after the start of the duty year will have sick leave prorated for that school year. ~~Employees who work twelve (12) months will receive two (2) additional sick days.~~ ~~with bank language~~ *Unstrike/Keep*

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 Minn. Stat. 181.9447. ~~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.~~ ~~list reasons~~

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. ~~not agree-statute~~

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

Subd. ~~6~~ 5. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. ~~7~~ 6. Sick leave will be approved only upon the submission of a request in the authorized sick leave application available online. Employees will submit their sick leave request into the electronic system. If an employee is unable to access the electronic system, they will work with their supervisor for approval. Sick leave balances shall be reported on employees' self-service site.

37.

Article ~~IX~~ VIII: Leaves of Absence

Section 3.2. Personal Leave ~~package~~

Subd. 1. Employees will be granted ~~three (3)~~ two (2) 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)~~ *15th* year, or more

of service to the Monticello School District. Employees hired after ~~September 30~~ the start of the duty year will have personal leave prorated for that school year. ~~-clarify~~
~~pro-rated~~

~~Subd. 2. All personal days will be granted upon request, but no reason for the leave has to be given. Employees will submit personal leave in the electronic leave system. Personal leaves will be documented under the Personal Leave drop-down.-combine with~~
~~3~~

Subd. ~~3~~ 2. 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~~ 3. ~~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. Any employee with unused personal leave days at the end of the school year will have those days, up to a maximum of two (2), carried over and added on to the following year. A maximum of four (4) days may be stored for those employees not having reached their 20-15th year of service, and a maximum of five (5) days for those employees having reached their 20-15th year of service. Four (4) or five (5) These days may be used consecutively.~~

